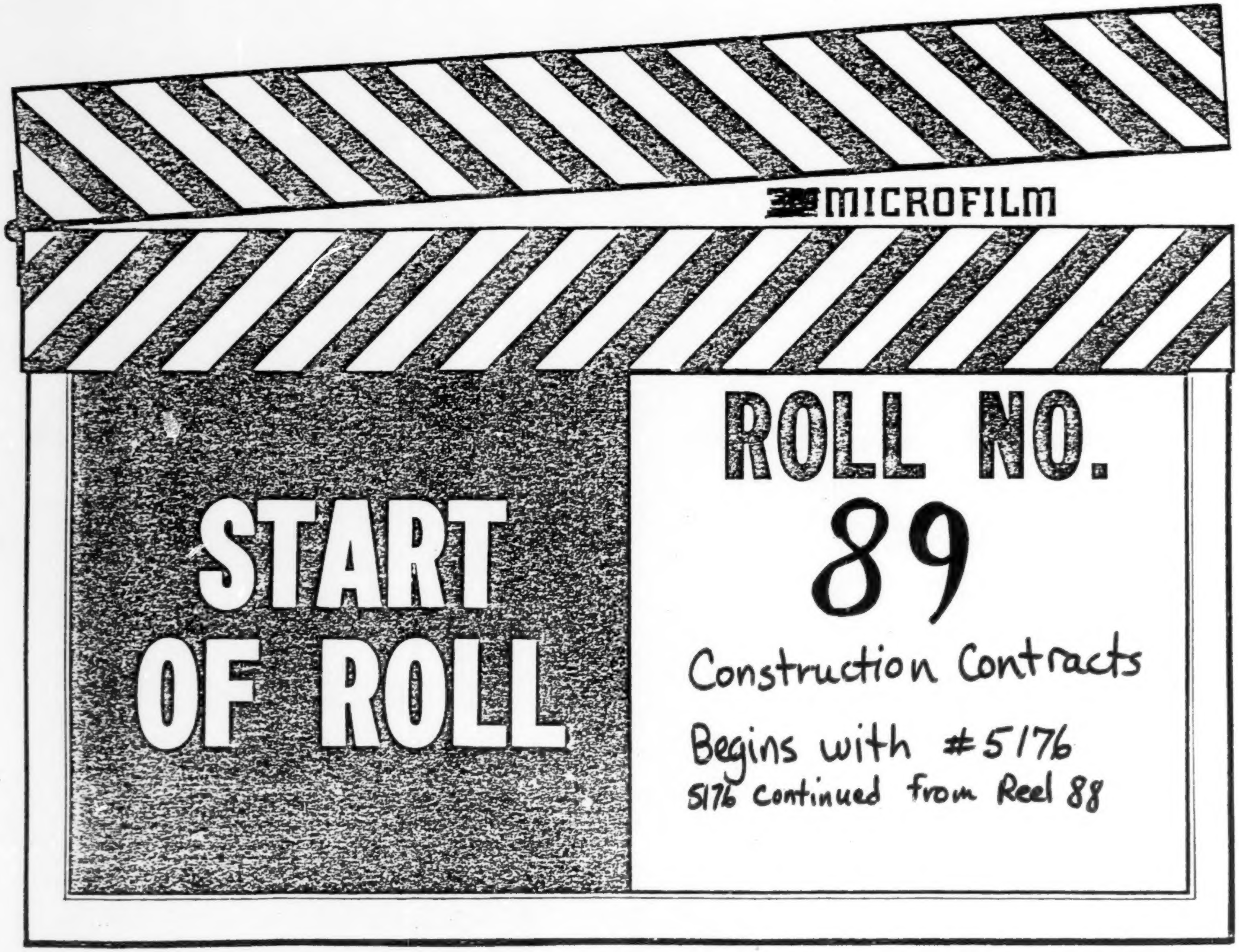


START OF ROLL

ROLL NO.

89

Construction Contracts

Begins with #5176

5176 continued from Reel 88

S-106(2) Agency Plains Sec. 1958

#5176

State Highway Department - Oregon

Federal Aid Secondary
Project No. S-372(1)

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$ 14,431.45	$ 8,920.00	$ 2,755.70	$2,755.75
Structure	26,143.70	16,180.00	4,981.85	4,981.85
	$ 40,575.15	$ 25,100.00	$ 7,737.55	$ 7,737.60

State Funds for Const: Chap 175, Laws 1917; Chap 31, Laws 1920;
Chap 529, Laws 1939
Funds for Maint: Chap 529, Laws 1939

Note: Necessary funds have been deposited by Washington County with the Highway Department.

RECEIVED JUL 21 1 FOR FILING

Contract 5176

A

Monthly Transaction No. 7-95	For 2 (9-12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
		County Jefferson
Project Report No. S-106(2) S-367(1)-S-368(1) 3	**FEDERAL-AID PROJECT AGREEMENT**	Project No. S-106(2)

5176

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Boise Drive Section - from approximately 5.3 miles north to junction with FA 44. A county road on State Highway 546.

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction		
Other *(Specify)*	2/11/58	5.329

FUNDS

Estimated total cost of project $ 51,631.00	Federal funds $ 31,900.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By H Willia

State Highway Engineer
(title)

By ______________________

____
(title)

By ______________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer July 23, 1958

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Boise Drive Section, Project No. S-106(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:lmw

July 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four (4) copies of estimate as a basis for project agreement for the Boise Drive Section, Project No. S-106 (2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RHC:mms

Oregon State Highway Department

Federal Aid Secondary
Project No. S-106 (2)

DOLER DRIVE SECTION OF FAS ROUTE 546 IN JEFFERSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

Type Code 5231
Roadway (Sta. 0+23 to Sta. 281+60) (Contract No. 5176)

3/4"-0 Material in Base	13,350 tons	$ 1.39	$ 18,556.50
Sprinkling	250 M-Gal	2.50	625.00
Preparation of Base	5.33 miles	100.00	533.00
3/4"-0 Material in Binder Course	900 tons	1.75	1,575.00
Furnishing and Placing Aggregates	3,950 tons	2.24	8,848.00
RC-3 Asphalt	100 tons	45.00	4,500.00
120-150 Asphalt	235 tons	38.00	8,930.00
RS-1 Asphalt	70 tons	45.00	3,150.00
			$ 46,717.50
Flagging (57½% of Contractors Cost)	All Required		$ 220.00
	Subtotal		46,937.50
	10% Cont. & Engr.		4,693.75
	TOTAL		51,631.25

Length of Roadway . . . . 5.329 miles
Cost of Roadway Per Mile $9,688.73

Federal Funds	$ 31,900.00
State Funds	9,865.60
County Funds	9,865.65
	$ 51,631.25

State Funds for Const: Chap 175, Laws 1917; Chap 31, Laws 1920;
Chap 529, Laws 1939
Funds for Maint: Chap 529, Laws 1939

Note: Necessary funds have been deposited by Jefferson County with the Highway Department.

Contract 5176 A

RECEIVED JUL 24 1958 FOR FILING

Monthly Transaction No. 7-90	Fo 2 (9-1 -57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te Oregon
Project Report No. S-106(2) 3 S-367(1) S-368(1)	FEDERAL-AID PROJECT AGREEMENT	County Jefferson Project No. S-367(1)

5176

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Columbia Drive Section - from approximately 3.4 miles north to junction with FA 44. A county road on FAS 511.**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		▨
Preliminary engineering		
Rights-of-Way		▨
Construction	2-11-58	3.404
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 50,651.00	Federal funds $ 31,300.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By ____________________
____
(title)

By ____________________
____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C. G. Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer July 23, 1958

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Columbia Drive Section, Project No. S-367(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

July 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four (4) copies of estimate as a basis for project agreement for the Columbia Drive Section, Project No. S-367 (1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FMC:mms

Oregon State Highway Department

Federal Aid Secondary
Project No. S-367 (1)

COLUMBIA DRIVE SECTION OF FAS ROUTE 687 IN JEFFERSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

Type Code 5231
Roadway (Sta. 0+26 to Sta. 180+[illegible]) (Contract No. 5176)

Coarse Crushed Material in Base	14,850 tons	$ 1.29	$ 19,156.50
3/4"-0 Material in Base	5,700 tons	1.39	7,923.00
Sprinkling	370 M-Gal	2.50	925.00
Preparation of Base	3.40 miles	100.00	340.00
3/4"-0 Material in Binder Course	570 tons	1.75	997.50
Furnishing and Placing Aggregates	2,540 tons	2.24	5,689.60
RC-3 Asphalt	70 tons	45.00	3,150.00
120-150 Asphalt	150 tons	38.00	5,700.00
RS-1 Asphalt	45 tons	45.00	2,025.00
			$ 45,906.60
Flagging (57½% of Contractors Costs)	All Required		140.00
	Subtotal		46,046.60
	10% Engr. & Cont.		4,604.66
	TOTAL		50,651.26

Length of Roadway . . . . 3.404 miles
Cost of Roadway Per Mile $14,879.92

Federal Funds	$ 31,300.00
State Funds	9,675.60
County Funds	9,675.66
	$ 50,651.26

State Funds for Const: Chap 175, Laws 1917; Chap 31, Laws 1920
Chap 529, Laws 1939
Funds for Maint: Chap 529, Laws 1939

Note: Necessary funds have been deposited by Jefferson County with the Highway Department.

RECEIVED
MAY 29 1958
FOR FILING

S 367(1) + S-368(1)
5176

FORM E-129

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

May 28, 1958

Porter W. Yett, Oreg. Ltd.
6500 N. E. Ainsworth
Portland 18, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5176, awarded May 8, 1958, for stone base and oiling on the Agency Plains Section of FAS Route Nos. 687, 546, & 688 in Jefferson County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 28 1958
OFFICE OF DIRECTOR OF PERMITS

RECEIVED
MAY 2[illegible] 1958
FOR FILING

S-106 (2)
[illegible]
5176

May 26, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 21, 1958, on Contract No. 5176, Agency Plains Section, in Jefferson County, in connection with Federal Aid Project No. S-106(2), S-367(1), S-368(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

NOTED
Harold C. Ayers

May 13, 1958

Jefferson County Court
Courthouse
Madras, Oregon

NOTED
V. R. JONES

NOTED
John F. Hagemann

Gentlemen:

This is to advise that Contract No. 5176 has been awarded to Porter W. Yett for construction of the Agency Plains Section of FAS 546, 687, and 688. A copy of the contract will be forwarded as soon as available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

Contract 5176 completed 6/5/59.
See Fas 688.

NOTED
C. G. SWENSON

Form A-150—10M—6-57

NOTED
John F. Hagemann

INVOICE
Oregon State Highway Department
SALEM, OREGON

Jefferson County
Madras, Oregon

Invoice No. 55478

Date May 12, 1958

Your Req. No.

Billing Request No. CC-401

Credit Distribution: 516-1029-897

Advance Deposit	$31,000.00
Partial transfer county's share of total costs Agency Plains Section, FAS 687, 516,688 covered by agreement of May 1958	26,000.00
To be retained	5,000.00

ACKNOWLEDGMENT OF BILLING REQUEST

State Printing 4396

Cash Received with Request $..................

By ....

S. E. SUMMERFIELD, *Sheriff*
NELLIE WATTS, *County Clerk*
ELVA TOWNSEND, *Treasurer*
GLENN P. HORN, *Assessor*

H. A. DUSSAULT, *County Judge*
W. H. CAMPBELL, *Commissioner*
L. M. OLSON, *Commissioner*
DORRIS B. SURATT, *County Health Nurse*

ASA T. EATON, *School Supt.*
WARREN H. ALBRIGHT, *District Attorney*
DR. DAVID C. MacFADDEN, *Coroner*

Jefferson County
STATE OF OREGON
Madras, Oregon

April 23, 1958.

Oregon State Highway Department
County and City Relations Division
State Highway Building
Salem, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed you will find our check in the amount of $31,000.00 which represents our advance deposit of 20% of the estimated total cost of the Agency Plains Sections of FAS 687, 546, and 688.

Trusting the program will move forward on schedule, I am,

Jefferson Co. warrant

Very truly yours,

H. A. Dussault
H. A. Dussault
Judge

NOTED
JOHN D. GRAHAM

RECEIVED
APR [illegible] 58
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 23 1958
ENGINEER
COUNTY & CITY RELATIONS

NOTED
V. R JONES

NOTED
Harold C. Ayers

April 18, 1958

Jefferson County Court
Courthouse
Madras, Oregon

NOTED
John F. Hagemann

Gentlemen:

On April 17 a satisfactory bid was received from Porter W. Yett, Oregon Ltd., of Portland for construction of the Agency Plains Sections of FAS 687, 546, and 688. As per the agreement between County and State, the following advance deposit is required prior to awarding of a contract.

Bid Items	$137,575.60
Flagging	500.00
12-1/2% Eng'ring & Contingencies	17,259.45
Estimated Total Cost.....:	$155,335.05
County Advance Deposit of 20%	$ 31,000.00

Please make this deposit by means of a check or warrant payable to the Oregon State Highway Commission in the amount of $31,000, forwarding same to this office. If this deposit is received prior to May 7, a contract will be awarded at the regular Highway Commission meeting on May 8 and 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

Rec'd 4/25/58
516-1029
Cont # 5176

JFH:mm

NOTED
C. G. SWENSON

RECEIVED
MAY [illegible] 1958
FOR FILING
[illegible]
[illegible]
5176

Maint = 542
Finance = 192

Salem, Oregon
May 13, 1958

FAS Project Agreements
Jefferson County

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached for further handling are four certified copies each of three maintenance agreements and one conformed copy of a finance agreement with Jefferson County covering the Agency Plains Section of FAS 687,546 and 688 in Jefferson County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Jefferson County.

Secretary

rn
Attach:

FORM [illegible]

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1958

SUBJECT: FAS Project Agreements
Jefferson County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Agency Plains Section of FAS 687, 546, and 688 in Jefferson County. Two copies of the agreement have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

Also attached are six copies each of three maintenance agreements covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Commission on June 27, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date May 1, 1958

RECEIVED
MAY 1 1958
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE 6-27-57 Minute Page 36
Secretary

OREGON PROJECT S-368(1)
FAS 688

RESOLUTION

WHEREAS, a county road in Jefferson County, State of Oregon, known as the Adams and Cherry Lane County Road, is routed through the County of Jefferson, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Jefferson County, the section adopted for improvement being more particularly described as follows; to wit:

> From Fir Lane southerly to [illegible] Route [illegible], a distance of 3.377 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Jefferson will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Jefferson County, Oregon, that no encroachments will be permitted on the county road known as the Adams and Cherry Lane County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Jefferson County, Oregon, this 7th day of April, 1958.

By:

County Judge H. A. Dussault

County Commissioner

County Commissioner

ATTEST:

Nellie Watts
County Clerk

cc-12(1956)

OREGON PROJECT S-367(1)
FAS 687

RESOLUTION

WHEREAS, a county road in Jefferson County, State of Oregon, known as the Columbia Drive County Road, is routed through the County of Jefferson, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Jefferson County, the section adopted for improvement being more particularly described as follows; to wit:

> From Juniper Lane southerly to FAP Route 44, a distance of 3.404 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Jefferson will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Jefferson County, Oregon, that no encroachments will be permitted on the county road known as the Columbia Drive County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Jefferson County, Oregon, this 7th day of april, 1958.

By:

County Judge

County Commissioner W H Campbell

County Commissioner

ATTEST:
Nellie Watts
County Clerk

cc-12(1956)

OREGON PROJECT S-106(2)
FAS 546

RESOLUTION

WHEREAS, a county road in Jefferson County, State of Oregon, known as the Boise Drive County Road, is routed through the County of Jefferson, Oregon, a municipal corporation, and a section of said road has been officially adopted for improvement by the State Highway Commission and Jefferson County, the section adopted for improvement being more particularly described as follows; to wit:

> From Juniper Lane southerly to FAP Route 44, a distance of 5.329 miles.

AND, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal aid for the improvement of said county road,

AND, WHEREAS, the Department of Commerce, Bureau of Public Roads, will not participate in the construction of said county road until and unless the said County of Jefferson will guarantee by resolution officially adopted by the County Court, that no encroachments will be permitted upon the right of way of said county road within the limits of the section described above, which will permanently obstruct or interfere with the free and convenient flow of traffic over said county road, and will so regulate parking of vehicles on said county road that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said county road, nor impose any regulations of traffic which will operate to discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the County Court of Jefferson County, Oregon, that no encroachments will be permitted on the county road known as the Boise Drive County Road, which will permanently or unduly interfere with the free and convenient flow of traffic along said county road; and will so regulate the parking of vehicles along said county road as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said county road, nor impose any regulation of traffic upon said county road which shall unduly discriminate against traffic upon said county road by giving undue preference to traffic upon other intersecting county roads, streets, or avenues.

It is understood that nothing in this resolution of agreement by the County Court shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing laws and regulations respecting the use of said county road, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said county road for the placement of telephone or electric light poles or other public service facilities.

Passed by the County Court of Jefferson County, Oregon, this 8th day of April, 1958.

By:

County Judge

ATTEST:

County Commissioner

Nellie Watts
County Clerk

County Commissioner

(1956)

RECEIVED
MAY 1 1958
FOR FILING

[illegible]
[illegible]
5176

May 13, 1958

County Court of Jefferson County
Court House
Madras, Oregon

Gentlemen:

We are enclosing for the records and files of Jefferson County one executed copy each of three maintenance agreements and one finance agreement covering the Agency Plains Section of FAS 687, 546 and 688 in Jefferson County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.4

RECEIVED
MAY 13 1958
FOR FILING

[illegible]
[illegible]
5176

May 12, 1958

Porter W. Yett, Ore. Ltd.
6500 N.E. Ainsworth
Portland 13, Oregon

Dear Mr. Yett:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5176 for stone base and oiling on Agency Plains Section on three county roads in Jefferson County.

This award was based on your bid of $137,575.60 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc,

cc: Tom E[illegible]rds
S. H. [illegible]bert
R. G. [illegible]ge (SIAC)

NOTED
V. R [illegible]

NOTED
Harold C. Ayers

April 4, 1958

NOTED
John F. Hagemann

Jefferson County Court
Courthouse
Madras, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies each of three maintenance agreements, six copies each of three encroachment resolutions, and a set of plans and specifications in connection with the Agency Plains Section of FAS 687, 546, and 688 upon which bids will be received April 17 at the Highway Building in Salem.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost of these projects, including 12-1/2% for engineering and contingencies, is $178,000; however, the low bids received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential until bids have been opened.

The maintenance agreements and encroachment resolutions are standard forms required by the Bureau of Public Roads in connection with projects of this nature.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the County Clerk attest, with seal, and return all copies of each agreement and five copies of each encroachment resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in Salem not later than April 16.

Very truly yours,

W. C. Williams
State Highway Engineer

By

NOTED
C. G. SWENSON

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Encl.

NOTED
Harold C. Ayers

Salem, Oregon
January 27, 1958

Agency Plains Section
FAS 546, 687, and 688
Jefferson County

Mr. Tom Edwards
OFFICE

NOTED
John F. Hagemann

NOTED
JOHN D. GRAHAM

The field data for the subject named project has been examined and the following information is offered:

(1) The county has requested that the two mile section on Juniper Lane be eliminated from the project because of right-of-way difficulties and in order to bring the project within the $200,000 of available FAS funds.

(a) The revised northerly terminus of FAS 546 will be approximately station 281+80.

(b) The revised northerly terminus of FAS 687 will be approximately 180+20.

(2) The county has requested that bids be accepted at the April Highway Commission meeting.

(3) The county is presently negotiating for a cinder pit near the county rock quarry and will advise this office of the outcome of these negotiations.

(4) The existing right-of-way width on Columbia Drive is 40 feet, and is 60 feet on the balance of the roads after eliminating Juniper Lane.

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
cc: V. G. O'Neil
Frank Hall

NOTED
C. G. SWENSON

NOTED
John F. Hagemann

NOTED
C. Ayers

Memo to J. W. Nash
1/27/58

FAS 546, Jefferson County

TERMINI: From FAS 687 southerly to FAP Route 44 (Boise Drive Section).

PROPOSED WORK: Construct two-lane intermediate type surfacing.

PROJECT LENGTH: 5.33 miles.

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION:	$80,000	$48,000	$16,000	$16,000	(County)

EXISTING FACILITY: [illegible]
ROADWAY: 26' wide crushed rock wearing surface originally constructed under Oregon Project S-106(1) and subsequently reshaped by county. No substandard grade or alignment.
STRUCTURES: None

ADJACENT SECTION:
NORTH END: 26' wide crushed rock wearing surface.
SOUTH END: Junction FAP Route 44.

PROJECT DATA: Place base material and construct a type C-11 oil mat wearing surface 20' in width with 2' shoulders.

ROW WIDTH: 60' minimum

MIMIMUM DESIGN STANDARDS: No exceptions.

ACCESS CONTROL: None.

RR CROSSING: None.

SYSTEM ACTION: None required.

UNUSUAL OR COMPLICATED SITUATIONS: None.

Route supporting data submitted under Oregon Project S-106(1).

NOTED
JOHN D. GRAHAM

JFH:mm

NOTED
G. SWENSON

NOTED
Harold C. Ayers

Memo to J. W. Nash
1/27/58

NOTED
[illegible]

FAS 687, Jefferson County

TERMINI: Junction FAP Route 44 northerly 3.4 miles to county road junction (Columbia Drive Section).

PROPOSED WORK: Construct two-lane intermediate type surfacing.

PROJECT LENGTH: 3.4 miles.

COSTS:	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION:	$60,000	$36,000	$12,000	$12,000	(County)

EXISTING FACILITY:
ROADWAY; 28' wide gravel wearing surface recently reshaped by county. No substandard grade or alignment.
STRUCTURES: None

ADJACENT SECTION:
NORTH END: 16' light gravel wearing surface on 22' to 24' roadway.
SOUTH END: Junction FAP Route 44.

PROJECT DATA: Place base material and construct a type O-11 oil mat wearing surface 20' in width with 2' shoulders.

ROW WIDTH: 40' minimum

MINIMUM DESIGN STANDARDS: No exceptions.

ACCESS CONTROL: None.

SYSTEM ACTION: None required.

UNUSUAL OR COMPLICATED SITUATIONS: None.

FAS 687 serves a large, flat, irrigated section of farm land primarily raising feed and seed crops and potatoes. It is a mail and school bus route.

NOTED
JOHN D. GRAHAM

JFH:mm

NOTED
G. SWENSON

NOTED
John F. Hagemann

[illegible] 268(1). [illegible]

NOTED
Harold C. Ayers

Memo to J. W. Nash
1/27/58

FAS 688, Jefferson County:

TERMINI: From FAP ROUTE 44 northerly approximately 3 miles to a county road junction (Fir Lane-Cherry Lane Section).

PROPOSED WORK: Construct two-lane intermediate type surfacing.

PROJECT LENGTH: 3.38 miles.

COSTS:	Total	Federal	State	Other	
CONSTRUCTION:	$60,000	$36,000	$12,000	$12,000	(County)

EXISTING FACILITY:
ROADWAY: 28' wide gravel wearing surface recently reshaped by county. No substandard grade. Horizontal alignment includes one 40° curve at a road junction 0.38 mile east of the southerly terminus.
STRUCTURES: None.

ADJACENT SECTIONS:
NORTH END: 24' wide gravel wearing surface.
SOUTH END: Junction FAP Route 44.

PROJECT DATA: Place base material and construct a type O-11 oil mat wearing surface 20' in width with 2' shoulders.

ROW WIDTH: 60' minimum.

MINIMUM DESIGN STANDARDS: One exception is the 40° curve mentioned under existing facility. The area served by this route is irrigated farm land with the irrigation facilities paralleling the road. Also, the 40° curve is located at a road junction. Any material revision of this curve would seriously complicate both the irrigation facilities and the road junction.

ACCESS CONTROL: None.
SYSTEM ACTION: None required.
UNUSUAL OR COMPLICATED SITUATIONS: None.

FAS 688 serves a section of the large, flat, irrigated farming area known as Agency Plains. It is also a mail and school bus route.

NOTED
JOHN D. GRAHAM

JFH:mm

NOTED
G. SWENSON

JEFFERSON COUNTY
PROPOSED PROJECT

FAS 546, 687, & 688 - Agency Plains Section, Approximately 14 Miles, $116,000. These are the same sections of road approved 12/19/55 as part of the fiscal year 1957 program, except that FAS 688 has been extended 1.8 miles over the mileage initially programmed. The original project was for 12.2 miles of oiling only with a programmed amount of $85,000. The county was to grade and base. It is now proposed to combine this $85,000 with the above $116,000 for a total of $201,000 and revise the project to include placing base material as well as oiling.

The presently proposed project will consist of placing base material as required and constructing an 0-11 oil mat with binder 20' in width with 2' shoulders. The county will perform grading and draining work as required. If possible the county will also crush out and furnish base and oil aggregates; however, a definite decision on this matter will not be made until later this year. If the county determines that it cannot furnish the aggregates this will be included as part of the FAS project and contracted.

The sections involved are as follows:

FAS 546 - Adams Road-Warm Springs Highway Section, approximately 6.3 miles.
FAS 687 - Boise Road-Warm Springs Highway Section, approximately 4.4 miles.
FAS 688 - Fir Lane-Warm Springs Highway Section, approximately 3.3 miles.

This project should be scheduled for contracting as a fiscal year 1959 project with bids accepted not later than March or April, 1958.

(57-e)
6/11/57

February 8, 1957

Hon. H. A. Dussault
Jefferson County Judge
Madras, Oregon

NOTED
Harold C. Ayers

NOTED
J. F. HALLMANN

Dear Judge:

Your assumption as to FAS funds available to Jefferson County as stated in your letter of January 25th is correct. Of the $201,000 total FAS funds available Jefferson County's share would be 20% or approximately $40,000.

The funds may be used for any part of the construction including base as well as oiling. We have asked Mr. Swift, Highway Department Division Engineer with headquarters at Bend, to furnish you with an estimate for the various components of construction on FAS Routes 546, 687, and 688 to aid you in setting up a program. Also, a representative of this office will call on you as soon as possible.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Acting Engr., County & City Relations

JFH:mm

cc: Mr. Dean Swift

NOTED
JOHN D. GRAHAN

NOTED
C. G. SWENSON

[illegible]ampbell
COMMISSIONER
CULVER

H. A. DUSSAULT
JUDGE
MADRAS

Louis Olson
COMMISSIONER
MADRAS

JEFFERSON COUNTY COURT
MADRAS, OREGON

January 25, 1957.

Oregon State Highway Department
County and City Relations Division
Salem, Oregon

In re: FAS 546,687 & 688

Gentlemen:

In checking over your letter of August 30, 1956, I find that the estimated total amount of fiscal year 1957, 1958 and 1959 FAS Funds of $201,000 would be available after July 1, 1957, for Jefferson County. Am I correct in assuming this?

In a s much as we do not have funds available at this time it will be necessary for the court to place a bond issue for this purpose, before the people, early this spring. We should know the amount of preliminary work the county would be called on to do prior to the oiling contract or wether the base could be included with the oiling.

If a representative of your office should be in this vicinity in the near future I would be most happy to talk this matter over.

Very truly yours,

H A Dussault

H. A. Dussault
Judge

146,000 [illegible] Going [illegible]
F [illegible] 25 [illegible]

RECEIVED
JAN 2 1957
ENGINEER
[illegible]

RECEIVED
JAN 28 1957
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 35M 9-51 98318

NOTED
J. W. CATTRALL

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
March 9, 1956

NOTED
V. R. JONES

SUBJECT: Agency Plains County Roads
FAS 546, 687 and 688

To:

Mr. John W. Cattrall
County and City Relations Engineer
State Highway Department
Salem, Oregon

NOTED
Harold C. Ayers

County Judge H. A. Dussault of Jefferson County informs us that due to heavy schedule of work and the number of cubic yards involved, they will be unable to perform their portion of the work of the Agency Plains Section, FAS 546, 687 and 688 this season.

Dean Swift
DEAN SWIFT
Division Engineer

DS:me
cc: Mr. Forrest Cooper

[illegible]

RECEIVED
MAR 12 1956

RECEIVED
MAR 11 1956

A. M. PLUEMKE
COMMISSIONER
CULVER

H. A. DUSSAULT
JUDGE
MADRAS

G. M. EIDEMILLER
COMMISSIONER
MADRAS

JEFFERSON COUNTY COURT
MADRAS, OREGON

NOTED
Harold C. Ayers

NOTED
J. W. CATTRALL

January 9, 1956.

Oregon State Highway Department
Mr. John W. Cattrall
Engineer, County and City Relations
Salem, Oregon

Dear Sir:

Thank you very much for your letter of December 29th relative to FAS projects in Jefferson County.

The court is anxious to get this work under contract this summer and we will make every effort to get the matching funds.

Very truly yours,

H. A. Dussault

H. A. Dussault
Judge

NOTED
J. F. HAGEMANN

RECEIVED
JAN 10 1956
STATE ENGINEER
COUNTY & CITY RELATIONS

December 29, 1955

NOTED
J. W. CATTRALL

Honorable H. A. Dussault
Jefferson County Judge
Courthouse
Madras, Oregon

NOTED
J. [illegible] NN

Dear Sir:

[illegible] 546
687 & 688

Reference is made to your letter of December 27th regarding county FAS projects recently approved by the Highway Commission.

Mr. Jones advised us of your financial difficulties; however, we thought it advisable to proceed with the initial programming of your projects at this time. By obtaining Highway Commission approval we also obtain authorization for survey work as required. In this way we will be able to make soil tests and a base design for your use as a guide in performing the grading and placing of base material with county forces.

We realize that we will be unable to contract the oiling projects until Jefferson County has completed the grade and base work and is in a position to furnish its share of the match money. If our division office completes the preliminary engineering before the county has raised its share of the costs, we will merely defer contracting until county funds are available.

The county would be required to deposit 20% of the estimated total cost immediately prior to contracting. Based on the present estimate of $85,000 for all three projects, the county's share would be $17,000. After completion of the field survey by our division office and, of course, the grade and base work to be done by the county we could advertise for bids immediately upon being notified by the county that its share of the costs is available. In order to complete the oiling work during the summer of 1956, it would be necessary to take bids not later than July of 1956.

If you wish any further information on this subject, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm

A. M. PLUEMKE
COMMISSIONER
CULVER

H. A. DUSSAULT
JUDGE
MADRAS

G. M. EIDEMILLER
COMMISSIONER
MADRAS

JEFFERSON COUNTY COURT
MADRAS, OREGON

NOTED
J. W. CATTRALL

December 27, 1955.

Oregon State Highway Department
Mr. John W. Cattrall
Engineer, County and City Relations
Salem, Oregon

Dear Sir:

I have your letter of December 21st relative to FAS projects in Jefferson County.

This is to advise you that Jefferson County has no matching funds for the proposed projects at this time and it will be some what indefinate as to just when we will have the funds.

This was explained to Mr. Jones when he met with the court but from the gist of your letter there must have been some misunderstanding. A $9000 levy was omitted through an error from the 1955-56 tax roll. This levy was for matching funds, or rather for a part of the matching fund. We now find ourselves with no funds that we can definately allocate to the FAS project and no way at this time to let you know when we can.

If I understand your letter correctly, Jefferson County's share would be approximately $18,000 for the projects you have outlined. And if we could raise that amount the contract would be let and the work done this coming summer. If this is correct will you kindly let know.

Very truly yours,

H A Dussault
H. A. Dussault
Judge

RECEIVED
DEC 28 1955
ENG [illegible]
COUNTY & CITY [illegible]

NOTED
R JONES

NOTED
Harold

December 21, 1955

Jefferson County Court
Courthouse
Madras, Oregon

NOTED
J. W. CATTRALL

NOTED
J. F. HAGEMANN

Gentlemen:

This is to advise that the proposed county FAS projects as set forth in the attached tabulation were approved by the Highway Commission on December 19th. Preparation of plans and specifications and approval by the Bureau of Public Roads are now required prior to contracting. Field engineering will be under the supervision of our division office at Bend.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:mm
Att.

JEFFERSON COUNTY
PROPOSED PROJECTS

FAS 546 - Adams Road-Warm Springs Highway Section, Approximately 6.3 Miles, $45,000. This section extends from the junction at Juniper Lane and Adams Road (FAS 688) 1 mile westerly to Boise Road, and southerly along Boise Road to the Warm Springs State Highway approximately 3.5 miles northwest of Madras. All but the northeasterly 0.3 mile of this section was graded and based in 1951 as the South Unit, Gateway-Agency Plains Section, Oregon Project S-106(1).

FAS 687 - Boise Road-Warm Springs Highway Section, Approximately 4.4 Miles, $30,000. This section extends from the junction of Juniper Lane and Boise Road (FAS 546) 1 mile westerly to Columbia Drive, and southerly along Columbia Drive to a junction with the Warm Springs Highway approximately 4.5 miles northwest of Madras.

FAS 688 - Fir Lane-Warm Springs Highway Section, Approximately 1.5 Miles, $10,000. This section begins at the junction of Cherry Lane with the Warm Springs Highway approximately 1.5 miles northwest of Madras and extends easterly along Cherry Lane to Adams Road and northerly along Adams Road as far as funds will permit. If it is possible for the county to produce and furnish the oiling aggregate for the above projects, the mileage to be constructed on FAS 688 could be increased to approximately 6 miles.

The proposed projects on the above FAS routes are to construct a type 0-11 oil mat wearing surface, with binder, 20' in width on the base and leveling course prepared by Jefferson County. The county will also place shoulder rock 2' in width. All three projects could be let under one contract. If possible, the county will furnish the oil aggregate; however, it is doubtful whether this can be accomplished in addition to other county commitments. It is suggested that Judge Dussault be contacted relative to completing the details for these projects.

A soils survey should be made and the county advised of the resulting base design for use as a guide in placing required additional base material.

The $85,000 programmed on the three above projects represents the presently estimated balance of fiscal years 1956 and 1957 funds available to Jefferson County. This may be adjusted as final costs for projects under contract become available.

12/7/55

20-1619 Eugene Airport Jct. Sec. 1958
of Pacific Hwy. W.
#177

FOR FILING

OREGON STATE HIGHWAY DEPART
(date)
July 30, 1958

23-1519

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5177	3 Final	Central Heating Co. Oregon Ltd.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16858	H218506	$ 500.00	7-30-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **55 workdays from May 19, 1958**

Time Extensions: **None**

Completion Date: **June 16, 1958**

Date Accepted: **July 31, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Aug. 4, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: AUG 4 1958
GRW.

NOTED ON CARD
em

RECEIVED
JUL 23 1958
FOR FILING

E. 1619

5177

July 22, 1958

CERTIFIED MAIL

Fidelity and Deposit Co.
Robert B. Cumming, Manager
900 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5177 for stone base and paving on the Eugene Airport Junction Section of the Pacific Highway West in Lane County was completed by the contractor, The Central Heating Co., Oreg. Ltd., on June 16, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $500.00 will be released to the contractor after acceptance by the Commission. The total contract amount is $9,936.69, of which amount $248.16 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc:

NOTED ON CARD

RECEIVED
JUL 8 - 1958
FOR FILING

5177

July 8, 1958

CERTIFIED MAIL

Fidelity & Deposit Co.
Robert B. Cumming, Mgr.
900 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to The Central Heating Co., Oreg. Ltd., a portion of the funds heretofore retained by the Commission on Contract No. 5177, for stone base and paving on the Eugene Airport Junction Section of the Pacific Highway West in Lane County.

This payment, in the amount of $1,242.99, reduces the retained percentage to the lump sum of $500.00. The present payment will be released on or after July 18, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Fidelity & Deposit Co.
Baltimore 3
Maryland

NOTED ON CARD
em

Form E-1—10M

20-1619

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 21, 1958

Section Eugene Airport Junction

Kind of work Stone base and paving

Highway Pacific County Lane

Section prefix 20-1619

Contractor Central Heating Co., Ore. Ltd.

Contract number 5177

Date of contract May 9, 1958

Specified work days 55

Date work started May 23, 1958

Work days used 19

Project authorization $16,141.50

Exclusive of engineering $14,993.66

Per cent of time elapsed 34 %

Estimated cost of completed project, exclusive of engineering $11,818.76

Estimated per cent overrun or underrun 21 %

Per cent of contract completed, based on total contract price %

Engineering authorization $1147.84

Engineering cost to date $1832, 160 %

Date project was completed June 16, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final coat of paint was applied to the guard rail. Cleanup of site was completed and project accepted as of June 16th.

CONSTRUCTION DIVISION
RECEIVED
JUN 23 1958
NOTED ☒ ☐ ☐ ☐ ☒
CE ACE ACE COE

Signed

Address Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.26		0.26	
Miles partially completed					
Miles completed		0.26		0.26	
Total estimated quantities (contract)		1300		880	
Total quantities corrected to date		950		755	
Estimated quantities moved or placed to date		950		755	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day		1			
Hours per shift		8			
Average force on project for week		1			

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
FORM 2-122 5M 6-56

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible]

5177—

June 17, 1958

The Central Heating Co., Oreg. Ltd.
102 High St.
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5177, awarded May 8, 1958, for stone base and paving on the Eugene Airport Junction Section of the Pacific Highway West in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY [illegible] 1958
FOR FILING

[illegible]

5177

May 12, 1958

Central Heating Co., Oreg. Ltd.
102 High Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5177 for stone base and paving on the Eugene Airport Junction Section of the Pacific Highway West in Lane County.

This award was based on your bid of $11,548 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc:q Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

20-8316 Deerhorn-Belknap Camp Rock 1958
Prod. Proj. on McKenzie Hwy.
#5178

RECEIVED
FOR [illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)

June 23, 1959

20-8316		
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5178	3 F	C. C. Meisel
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
14729	H248067	$1,346.99 6-23-59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 70 workdays from May 19, 1958

Time Extensions: None of record

Completion Date: July 24, 1958

Date Accepted: October 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: June 23, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed:

JUN [illegible]

NOTED ON CARD

OREGON STATE HIGHWAY DEPARTMENT
(date)

June 23, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5178	4 P.F.	C. C. Meisel	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14730	H248068	$883.15	6/23/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **70 workdays from May 19, 1958**

Time Extensions: **None of record**

Completion Date: **July 24, 1958**

Date Accepted: **October 23, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **June 23, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

[illegible]
Lc

Warrant Mailed:

JUN 2[illegible] 1959
gc

RECEIVED
JUN 11 1959
FOR FILING

[illegible] 16

5178

June 11, 1959

Standard Accident Insurance Company
Detroit 32
Michigan

Gentlemen:

You are hereby notified that a post-final payment will be made to C. C. Meisel on contract #5178 for the Deerhorn-Belknap Camp Rock Production Project on the McKenzie Highway in Lane County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $45,421.52, including the post-final payment of $883.15. There was no force account work performed in connection with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Standard Accident Insurance Company
Robert P. Dawson, Agent
620 Portland Trust Bldg.,
Portland, Oregon

RECEIVED

FOR FILING

A

NOTED
W. C. WILLIAMS

November 24, 1958

20-8316

Deerhorn-Belknap Camp Section
Contract No. 5178

FINAL COST ANALYSIS

Rock Production
Contractor: C. C. Meisel
Resident Engineer: H. E. Mayfield

McKenzie Highway
Prefix 20-8316

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-1/2" Cr. Rock in S.P.	4,352.5	Cu.Yd.	1.85	2.383	10,372.06	8,052.13
1/2"-1/4" Cr. Rock in S.P.	6,589.4	Cu.Yd.	1.85	2.383	15,702.57	12,190.39
1/4"-#10 Cr. Rock in S.P.	2,428.7	Cu.Yd.	1.85	2.383	5,787.67	4,493.10
Haul Cr. Rock, Pile Measure	193,931.5	Yd.Mi.	0.10	0.086	16,726.59	19,393.15
Screen Rejects in S.P.	836	Cu.Yd.	0.25	0.25	209.00	209.00
Haul Screen Rejects	2,006	Yd.Mi.	0.10	0.086	173.02	200.60
					$ 48,970.91	$ 44,538.37
Rock sold to J. C. Compton to be used on Div. 3 Oiling 1-1/4"-3/4" Cr. Rock in S.P.	125	Cu.Yd.	5.50	3.38	420.89	687.50
					$ 49,391.80	$ 45,225.87

Total Cost	$ 49,391.80
Gross Revenue	45,225.87
Net Loss	$ 4,165.93

Net Loss Equals 9.21% of the Gross Revenue.

RECEIVED
NOV 29 1958
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COSTS

Labor:		
Labor	$ 15,153.04	
Labor Insurance	1,398.62	
Health and Welfare	117.45	$ 16,669.11
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	10,732.48	
Equipment Rental, Hired	13,974.04	
Gas, Oil, and Grease	4,114.39	
Explosives	1,994.19	
Freight	247.63	
Bond	212.66	
P.U.C.	131.05	
Small Tools and Misc. Supplies	425.49	
Home Office and General Overhead	890.76	32,722.69
TOTAL COST		$ 49,391.80

CRUSHING BREAKDOWN

	Quantity	Unit	Total Cost	Unit Costs
Clear and Strip Quarry	13,495.6	Cu. Yd.	2,718.14	0.201
Move in and Set up	13,495.6	Cu. Yd.	4,099.74	0.304
Drill and Shoot	13,495.6	Cu. Yd.	3,934.94	0.292
Load and Haul to Crusher	13,495.6	Cu. Yd.	5,096.97	0.378
Crushing	13,495.6	Cu. Yd.	14,917.22	1.105
Stockpile	14,331.6	Cu. Yd.	1,479.18	0.103
				2.383
Haul to Stockpile	197,363.8	Yd. Mi.	17,022.72	0.086

Remarks:

This was a "State Project" calling for the crushing and stockpiling of 12,660 cubic yards of crushed rock for maintenance. The contract was bid April 17, 1958 and was awarded May 8, 1958. Work started April 21st, and was completed July 24, 1958. Final estimate was received September 29, 1958.

The contractor used the State-controlled New Mill Creek Quarry located on the northerly side of and 2.7 miles from the McKenzie Highway at mile point 47.77 in Lane County.

The contractor moved in hired equipment to do the clearing and building of the haul road, and removal of overburden April 21st, completing this work on April 27th. As the overburden was removed the contractor moved in three men and drilling equipment and started drilling April 28th. The first material drilled by the contractor was found to be unsuitable. The contractor then moved to another location in the quarry where suitable material was found and completed his drilling and the quarry was shot May 20th.

The contractor moved in his semi-portable crushing plant, set up, and started crushing June 4th, crushing 125 cubic yards for J. C. Compton to use on the Div. 3 oil project and then with the adjustments of screens and crushes the crushing got under way. This being a dice rock quarry, the material broke quite small and with the unsuitable material that was encountered, the results were a heavy overrun of rejects. The crusher was fed by one 1 yard shovel and one 6 yard dumpster. The hauling was done by twelve trucks, ten of which were hired. The stockpiling was also done with hired equipment.

The contractor shows a loss due to a low bid price and the overrun on rejects which hampered his production . somewhat. When the material was wet, after a heavy rain, the scalping screen would clog forcing a shutdown.

M. N. Juve
Chief Cost Analyst

By

C. E. Layton

RECEIVED
OCT 7 1958
FOR FILING

[illegible]

[illegible]

Oct. 7, 1958

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

State Highway Contract No. 5178 for work performed on the Deerhorn-Belknap Camp Section Rock Production Project on the McKenzie Highway in Lane County was completed by the contractor, C. C. Meisel, on July 24, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,346.99 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $44,538.37, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Mr. Robert P. Dawson
Lamping & Co. Insurance
Portland Trust Bldg.
Portland, Oregon

NOTED ON CARD
em

RECEIVED
[illegible] 1958
FOR FILING
5178

Aug. 27, 1958

CERTIFIED MAIL

Standard Accident Insurance Co.
Detroit 32
Michigan

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. C. Meisel in connection with contract No. 5178, for rock production on the Dearborn-Belknap Camp Section of the McKenzie Highway in Lane County.

This payment, in the amount of $7,156.17, will be released to the contractor on or after Sept. 6, 1958. The retained percentage is $1,335.82.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Robert P. Dawson
Portland Trust Bldg.
Portland, Oregon

NOTED ON CARD
Cm

Form E-1—10M—7-57

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 26, 1958

Section Deerhorn-Belknap Camp

Kind of work Rock Production

Highway McKenzie County Lane

Section prefix 20-8216

Contractor C. C. Meisel

Contract number 5178

Date of contract May 8, 1958

Specified work days 70

Date work started April 21, 1958

Work days used 42

Project authorization $48,297.38

Exclusive of engineering $44,862.90

Per cent of time elapsed 60 %

Estimated cost of completed project, exclusive of engineering $44,862.90

Estimated per cent overrun or underrun none %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $3,434.48

Engineering cost to date $3,184.01, 92.71 %

Date project was completed July 24, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked Wed. & Thurs. completing the shaping of the stockpiles which completed the work on this contract.

This will be the last weekly report.

Mr. Chandler inspected the project Monday July 21, 1958 and stated that the piles should be reshaped.

CONSTRUCTION DIVISION
RECEIVED
JUL 28 1958
NOTED-- CE ACE COE

Signed H. E. Mayfield

Address 2141 E. 15th Ave. Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			37.17		
Miles partially completed					
Miles completed			37.17		
Total estimated quantities (contract)			12,600 c.y.		
Total quantities corrected to date			11,982 c.y.		
Estimated quantities moved or placed to date			11,982 c.y.		
Average daily quantities			0		
Average daily quantities necessary to complete project on time			0		
Number shifts per day			1		
Hours per shift			10		
Average force on project for week			1		
Men			1		
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"	8	Strike
Tuesday	"	8	"
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
JUN 3 1958
FOR FILING

20-5216

5178

FORM E-123 5M 4-50

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 3, 1958

C. C. Meisel
Box 206
McMinnville, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5178, awarded May 8, 1958, for Rock Production on the Deerhorn-Belknap Camp Section of the McKenzie Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 13 1958
FOR FILING

5178

May 12, 1958

C. C. Meisel
Box 206
McMinnville, Oregon

Dear Mr. Meisel:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5178 for the Deerhorn-Belknap Camp Rock Production Project on the McKenzie Highway in Lane County.

This award was based on your bid of $42,531, which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

S-234(12) Siuslaw River Br. at Richardson 1958

#5179

RECEIVED

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 30, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5179	6 Final	Sig Andersson	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
2032	H235014	$5,481.47	1-30-59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 180 workdays from May 22, 1958

Time Extensions: None

Completion Date: Jan. 16, 1959

Date Accepted: Jan. 22, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: Feb. 2, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:

FEB - [illegible]

HC

NOTED ON CARD

em

RECEIVED
JAN 27 1959
FOR FILING
S-234 (12)
5179

Jan. 26, 1959

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5179, for Siuslaw River Bridge on the Richardson-Eugene Highway in Lane County was completed by the contractor, Sig Andersson, on Jan. 16, 1959, and was formally accepted by the Highway Commission on Jan. 22, 1959.

Final payment in the amount of $5,481.47 will be released to the contractor on or after February 5, 1959. The total contract amount is $66,305.34, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

NOTED ON CARD

FORM E-125 5M 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN 12 1958
FOR FILING
[illegible]
5179

June 12, 1958

Sig Andersson
8th & Teakwood
Coos Bay, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5179, awarded May 8, 1958, for Siuslaw River Bridge Construction on Richardson-Eugene Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 13 1958
FOR FILING

5179

May 12, 1958

Mr. Sig Andersson
1371 Bayview Avenue
North Bend, Oregon

Dear Mr. Andersson:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5179 for the Siuslaw River Bridge at Richardson on the Richardson-Eugene Highway in Lane County.

This award was based on your bid of $66,535 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

lle

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant

21-4227 Clean and paint Yachats & 1958
Siletz Bridges on Oregon
#5180 Coast Hwy.

A

RECEIVED
[illegible] - 1959
FOR FILING

April 6, 1959

Royal-Globe Insurance Group
210 West Seventh Street
Los Angeles 14, California

Attention: Mr. K. O. Dyke
Asst. Manager
Claim Department

Gentlemen:

This will acknowledge your letter of April 2 requesting information pertaining to State Highway Contracts 5172 and 5180 with Collins & Foss. To date, there has been no filing of claims on either of these contracts.

Contract No. 5172 was completed July 25, 1958 and accepted by the State Highway Commission Sept. 11, 1958.

Contract No. 5180 was completed Sept. 1, 1958 and accepted Sept. 11, 1958.

The statutory period of time for filing of claims is six months following acceptance of the contract by the Highway Commission.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

RECEIVED
OCT 14 1958
FOR FILING
21-4227

518

October 13, 1958

Mr. Robert B. Moore, Adjuster
Portland Branch Claims
1785 N.E. Sandy Blvd.
Portland 14, Oregon

Gentlemen:

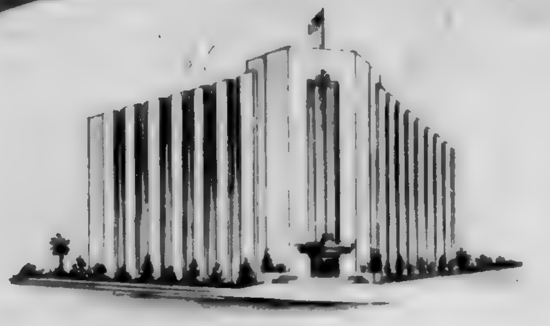
Responding to the request contained in your letter of October 9, 1958 I am pleased to inform you that the contractor who painted the Kernville Bridge on US 101 on August 2, 1958 was Collins and Foss whose address is 5323 South Broadway, Los Angeles 37, California. The contract referred to is State Highway Contract No. 5180.

The contractor is required to furnish a surety bond to guarantee satisfactory completion of the project and to guarantee payment of claims that arise in connection therewith. This bond was written by the Royal Indemnity Company, for whom Bruce V. McMahon is the Resident Agent. His address is 1075 South 18th Avenue, Eugene, Oregon. The bond was also signed by E. R. Adkisson, Attorney-in-Fact whose address is Royal Indemnity Company, Lock Box 3592, Rincon Annex Station, San Francisco 20, California.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc


HOME OFFICE · LOS ANGELES CALIFORNIA

FARMERS INSURANCE GROUP
FARMERS INSURANCE EXCHANGE
TRUCK INSURANCE EXCHANGE
FIRE INSURANCE EXCHANGE
MID-CENTURY INSURANCE COMPANY
FARMERS AMERICAN AUTO CLUB
FARMERS NEW WORLD
LIFE INSURANCE COMPANY

FARMERS INSURANCE GROUP
REGIONAL OFFICE 1785 N. E. SANDY BLVD.
PORTLAND 14, OREGON

October 9, 1958

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Reino E. Dahl
Policy 37113794
Loss of Aug. 2, 1958

Please advise us the name of the painting contractor who was painting the bridge at Kernville, Oregon on U.S. Highway 101 on the date of August 2, 1958. We wish to make claim against the contractor for paint spray onto our customer's car.

Thank you for your cooperation in this matter.

Yours very truly,

Robert B. Moore
Robert B. Moore
Adjuster, Portland Branch Claims

RBM:da

ANSWERED
H. B. GLAISYER

~~REFERRED TO~~
~~[illegible]~~
BY SECRETARY
~~[illegible]~~

RECEIVED
OCT 13 1958
OREGON
STATE HIGHWAY COMMISSION

30th ANNIVERSARY JUBILEE

RECEIVED
OCT 13 1958
FOR FILING

21-4337

5180

October 10, 1958

Mr. Robert B. Moore
Claims Adjuster
Farmers Insurance Group
1785 N.E. Sandy Blvd.
Portland 14, Oregon

Dear Mr. Moore:

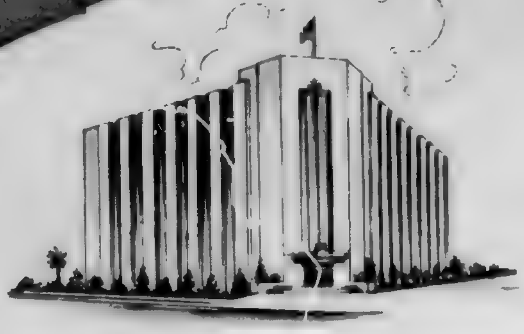
In reply to your letter of October 8, 1958 I wish to advise that the contractor who was painting the Yachats River Bridge on August 19, 1958 was Collins and Foss, whose address is 5323 South Broadway, Los Angeles 37, California. The work was being done under State Highway Contract No. 5180.

The surety on the performance bond furnished by Collins and Foss in this instance is Royal Indemnity Company, for whom Bruce V. McMahon is resident agent. His address is 1075 S. 18th Avenue, Eugene, Oregon. Whether or not the contractor has insurance covering the payment of spray damage claims, we are not advised, but the possibilities are that they do carry such insurance.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc


HOME OFFICE · LOS ANGELES CALIFORNIA

FARMERS INSURANCE GROUP
FARMERS INSURANCE EXCHANGE
TRUCK INSURANCE EXCHANGE
FIRE INSURANCE EXCHANGE
MID-CENTURY INSURANCE COMPANY
FARMERS AMERICAN AUTO CLUB
FARMERS NEW WORLD LIFE INSURANCE COMPANY

FARMERS INSURANCE GROUP
REGIONAL OFFICE 1785 N. E. SANDY BLVD.
PORTLAND 14, OREGON

October 8, 1958

State of Oregon
Department of Highways
Salem, Oregon

Gentlemen:

Insured: Delphine Hermen
Policy : 79-09952643
Date of Loss: August 19, 1958

Please advise us the name of the painting contractor for the bridge at Yachats, Oregon which was being painted on the date of August 19, 1958. Our insured's car has sustained spray damage from the painting and we wish the name of the contractor involved and his address.

Thank your for your cooperation in this matter.

Very truly yours,

Robert B Moore

Robert B. Moore
Claims Adjuster

RM:ak

RECEIVED
10 1958
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

30th ANNIVERSARY JUBILEE

#5180

RECEIVED
OCT 13 1958
FOR FILING

files

OREGON STATE HIGHWAY DEPARTMENT
(date)

October 8, 1958

21-4227			
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5180	2 Final	Collins & Foss	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23157	H225060	$3,714.15	10-8-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **100 workdays from May 22, 1958**

Time Extensions: **none**

Completion Date: **9-1-58**

Date Accepted: **9-11-58**

Penalties: **none**

Claims: **none**

Remarks:

Date: **10-8-58**

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: OCT 8 1958
GRW

NOTED ON CARD
CW

RECEIVED
SEP 30 1958
FOR FILING

[illegible]

5180

Sept. 26, 1958

CERTIFIED MAIL

Royal Indemnity Company
150 William St.
New York 8, N. Y.

Gentlemen:

State Highway Contract No. 5180, for maintenance painting on the Siletz and Yachats Bridges Section of the Oregon Coast Highway in Lincoln County was completed by the contractor, Collins and Foss, on Sept. 1, 1958, and was formally accepted by the Highway Commission on Sept. 11, 1958,

Final payment in the amount of $3,714.15 will be released to the contractor on or after Oct. 6, 1958. The total contract amount is $7,590.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
cc: Bruce V. McMahon, Resident Agent
1075 S. 18th Ave.
Eugene, Oregon

NOTED ON CARD

IVED
N 27 1958
OR FILING

[illegible]

[illegible]

Salem, Oregon
June 26, 1958

W. C. Williams
State Highway Engineer
BUILDING

I believe that you will prefer to answer these two letters attached hereto concerning Contracts Nos. 5172 and 5180, awarded to Collins and Foss for painting certain bridge structures. They are asking extensions of time within which to complete these projects because they did not receive executed copies of the contracts until June 23, 1958. The facts are as follows:

Bids for both jobs were received in Salem on April 17, 1958. They were referred to the State Highway Commission and the contracts were awarded by the Commission at its meeting on May 8, 1958. Contract forms were mailed to the contractor from this office on May 22, 1958. They were returned by the contractor on June 9, but because of a faulty execution were returned to the contractor for correction on June 13. We received them back from the contractor on June 17. The contracts were signed by the Highway Commission on June 20 and a fully executed copy of each contract was mailed to the contractor on June 20. His statement that he did not receive the signed copies until June 23 is probably correct.

H. B. Glaisyer, Secretary

HBG:jmc

ADAMS 3-6570
ADAMS 2-0233

PAINTING
SANDBLASTING
WATER PROOFING
FIBRATED MATERIALS

Collins & Foss

PAINTING CONTRACTORS

"20 Years Experience"
INDUSTRIAL - COMMERCIAL - RESIDENTIAL
5323 SOUTH BROADWAY
LOS ANGELES 37, CALIF.

June 24 1958

State of Oregon
State Highway Dept.
Salem, Oregon

Re: Contract # 5180

Attn: Mr. H. B. Glaisyer:

Gentlemen:

We received an executed contract for the maintenance painting, of the Siletz and Yachats bridges June 23 1958.

A starting date of May 22 1958 was assigned for this contract. Thirteen days have been charged against this contract as of June 20th 1958. Due to the fact that we did not receive a fully executedd copy of above reference contract until June 23 1958 we respctfully request that these thirteen days be delated from your records, and a starting date of June 23 1958 be assigned for this contract.

This matter has been discussed on the telephone with your Mr. Lloyd Query and this letter is being written at his suggestion.

Very Truly yours

Glenn D. Collins
Glenn D. Collins L.J.

RECEIVED
[illegible]

5172
contracts mailed to contractor 5/22 to sign
returned 6/9
again sent to contractor 6/13
returned 6/17
signed copy to contractor 6/20

5180 same as above

both contracts awarded 5/8/58
bids rec'd 4/17/58

4-17 to 5-22 — 35

OREGON STATE HIGHWAY COMMISSION
SECRETARY

FORM E-129

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN 23 1958
FOR FILING
[illegible]
5180

June 20, 1958

Collins & Foss
5323 S. Broadway
Los Angeles 37, Calif.

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5180, awarded May 8, 1958, for Siletz and Yachats Bridges Maintenance Painting, on the Oregon Coast Highway in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
[illegible] 1958
FOR FILING

24727

5180

May 12, 1958

Collins & Foss
5323 S. Broadway
Los Angeles 37, California

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5180 for cleaning and painting the Yachats and Siletz Bridges on the Oregon Coast Highway in Lincoln County.

This award was based on your bid of $7,390 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

S-176(3) Big Elk Cr. Br. near 1956
Elk City

#5181

Form A-190—10M—6-58

INVOICE

Oregon State Highway Department

SALEM, OREGON

Contract 5181
A-176(3)

Lincoln County ✓
Newport, Oregon

Attn: County Court

RECEIVED
JUL 1 1959
ENG
COUNTY

Invoice No. 61107
Date July 9, 1959
Your Req. No.
Billing Request No. co-497
Credit Distribution 521-1049-297

Final billing: Big Elk Creek Bridge, FAS 534, covered by Agreement dated April, 1958

Original Advance Deposit	$9,160.00	
Less amount previously transferred	7,160.00	
Balance in advance deposit		$2,000.00
County share costs as per attached statement	$8,384.39	
Less amount previously transferred	7,160.00	
Balance		1,224.39
(To be returned)		$775.61

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $________________

By ______________________________

State Printing 13107

NOTED
Harold C. Ayers

NOTED
C. G. SWENSON

NOTED
V. R. JONES

July 8, 1959

Lincoln County Court — FAS 584
Courthouse
Newport, Oregon

Gentlemen:

Attached is a statement of final costs for the Big Elk Creek Bridge on FAS 584. As per previous correspondence the refund of $775.61 due the county is being retained as part of the advance deposit for the Steer and Spout Creek culverts on FAS 150 and 151.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Assistant County & City Relations Engineer

JFH:mm
Att.

Completed 10/29/58

OREGON STATE HIGHWAY DEPARTMENT
ITEMIZED STATEMENT OF FINAL COSTS

County Lincoln

Contract No. 5181

Date 4/29/59

FAS 584

Section Big Elk Creek Bridge

PAYMENTS TO CONTRACTOR

Item	Unit	Unit Price	Total Qty.	Total Cost
Payments to contractor as per attached tabulation.				$40,046.15
Construction Engineering				3,027.62
TOTAL CONSTRUCTION COSTS.				$43,073.77
FEDERAL FUNDS COLLECTED FOR PROJECT				$26,305.00

AGREED COUNTY SHARE OF TOTAL COSTS
(5% of difference between total costs and federal funds)

($43,073.77 - $26,305) X 1/2 = $8,384.39

County Advance Deposit	$9,160.00
Less County Share	8,384.39
REFUND DUE COUNTY....	$ 775.61

JFH:mm

Item	Item	Unit	Unit Prices	Total Qnty.	Total Amount
1. Remove old bridge		all	2500.00	all	2,500.00
2. Furn. Treated timber piling		l.f.	1.20	2,540	3,048.00
3. Drive timber piles		each	50.00	54	2,700.00
4. Class "A" concrete		c.y.	68.00	308	20,944.00
5. Metal reinforcement		lb.	.13	72,500	9,425.00
6. Treated timber in place		M/FBM	200.00	10,219	2,043.80
7. 8" metal drain pipe		l.f.	4.00	20	80.00
PA/1 Metal pile point		all	25.35	all	25.35
Liquidated damages		day	60.00	12	- 720.00
				Total	40,046.15

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FOR FILING

S 176 [illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)

February 5, 1959

(CONTRACT NO.) 5181	(EST. NO.)	(CONTRACTOR)
5181	5 Final	Lundmark Bros.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
2429	H235621	$3,526.93 2-4-59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from May 22, 1958

Time Extensions: None

Completion Date: Oct. 29, 1958

Date Accepted: Dec. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Feb. 5, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

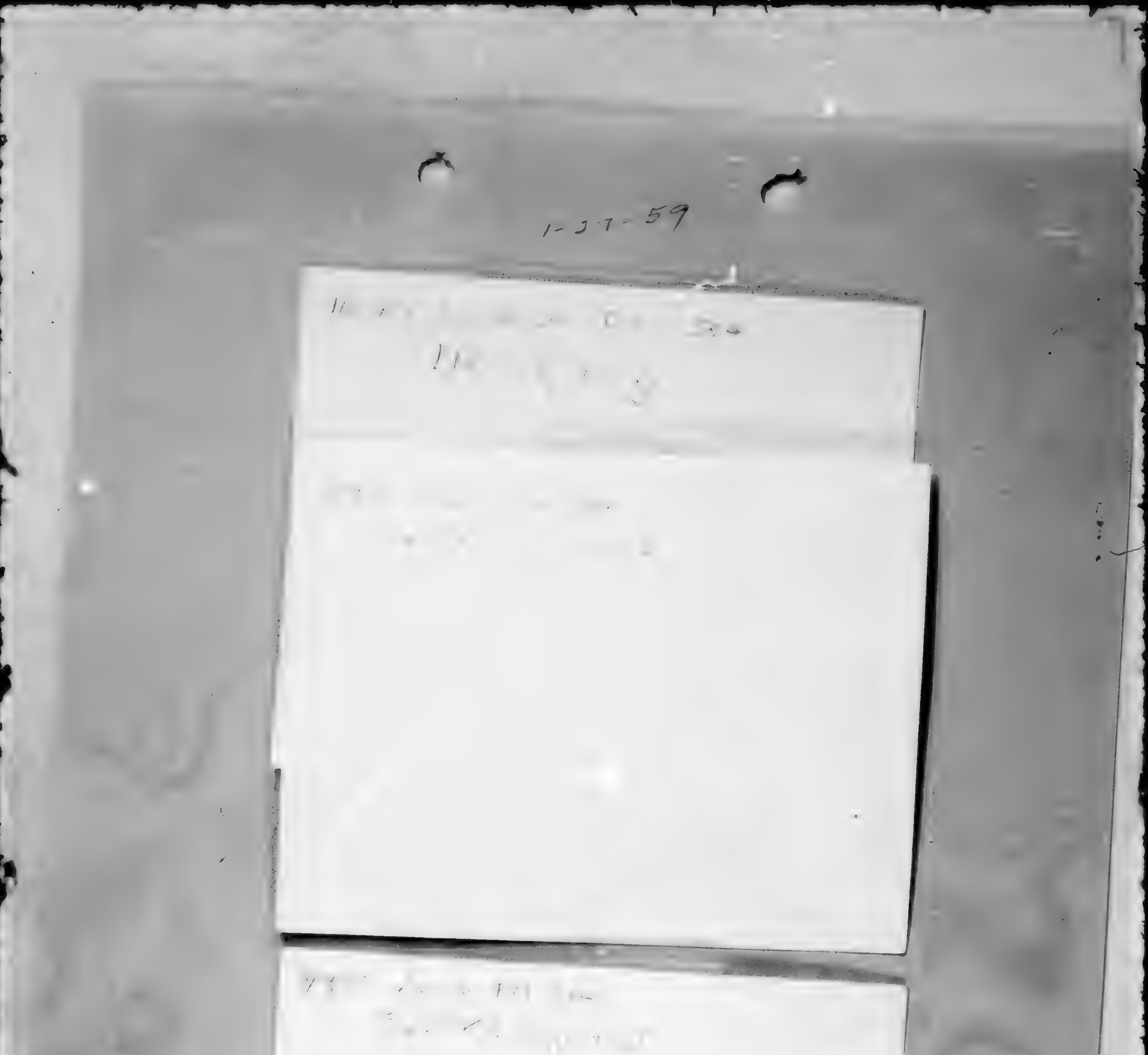
Lloyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:

57-C-8

57-C-10A

57-C-1.04



1-27-59

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A

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JAN 27 1959
FOR FILING

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5181

1

Jan. 26, 1959

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5181, for Elk City Bridge Over Big Elk Creek on County Road FAS 584 in Lincoln County was completed by the contractor, Lundmark Brothers, on Oct. 29, 1958, and was formally accepted by the Highway Commission on Dec. 11, 1958.

Final payment in the amount of $3,526.93 will be released to the contractor on or after Feb. 5, 1959. The total contract amount is $40,046.15, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

Monthly Transaction No. 7-23 JUL	Form 2 (8-12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
Project Report No. 117-33	FEDERAL-AID PROJECT AGREEMENT	County Lincoln
		Project No. S-176(3)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Big Elk Creek Bridge near Elk City on County Road FAS 492

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	9-17-57	0.039
Other (*Specify*)		

FUNDS

Estimated total cost of project $ 44,789.00	Federal funds $ 27,700.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

C G Polk

By C. G. Polk
Division Engineer

Date executed by Division Engineer July 23, 1958

USComm-DC 40257

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Big Elk Creek Bridge, Project No. S-176(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

July 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four (4) copies of estimate as a basis for project agreement for the Big Elk Creek Bridge, Project No. S-176(3).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

Oregon State Highway Department

Federal Aid Secondary
Project No. S-176 (3)

BIG ELK CREEK BRIDGE ON THE ELK CITY ROAD IN LINCOLN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

Type Code 1021
Elk City Bridge (Sta. 2+60 to Sta. 4+66) (Contract No. 5181)

Remove Old Bridge	All	Required		$ 2,500.00
Furnish Treated Timber Piling	2,540	lin.ft	1.20	3,048.00
Drive Timber Piles	54	Only	50.00	2,700.00
Class "A" Concrete	308	cu.yds	68.00	20,944.00
Metal Reinforcement	72,500	lbs.	.13	9,425.00
Treated Timber in Place	10.0	M-FBM	200.00	2,000.00
8-Inch Metal Drain Pipe	25	lin.ft.	4.00	100.00
	Subtotal			$ 40,717.00
	10% Engr. & Cont.			4,071.70
	TOTAL			$ 44,788.70

Length of Structure. . . . . 0.039 mile

Federal Funds	$ 27,700.00
State Funds	8,544.35
County Funds	8,544.35
	$ 44,788.70

State Funds for Const: Chap 175, Laws 1917; Chap 31, Laws 1920;
Chap 529, Laws 1939

Funds for Maint: Chap 529, Laws 1939

Note: Necessary funds have been deposited by Lincoln County with the Highway Department.

FORM E-128 5M 4-56

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JUN 6 1958
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COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 5, 1958

Lundmark Brothers
Colton
Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5181, awarded May 8, 1958, for Elk City Bridge Over Big Elk Creek on County Road FAS 584 in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
1958
FOR FILING

5181

May 12, 1958

Lundmark Brothers
Colton
Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5181 for construction of a reinforced concrete bridge on treated timber piles on the Big Elk Creek Bridge in Lincoln County.

This award was based on your bid of $40,717 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant

Form A-150—10M—6-57

NOTED
John F. Hagemann

INVOICE
Oregon State Highway Department
SALEM, OREGON

Invoice No. 55477

Date May 12, 1958

Your Req. No.

Billing Request No. OC-405

Credit Distribution. 521-1049-297

Lincoln County
Newport, Oregon

Advance Deposit	$9,160.00
Partial transfer county's share of total cost Big Elk Creek Bridge, FAS 584, covered by agreement dated May 1958	7,160.00
To be retained	2,000.00

ACKNOWLEDGMENT OF BILLING REQUE

State Printing 4396

Cash Received with Request: $................

By...

RECEIVED
MAY 6 1958
FOR FILING

3-2 (3)

519

May 5, 1958

County Court of Lincoln County
Court House
Newport, Oregon

Gentlemen:

We are enclosing for the records and files of Lincoln County one fully executed copy each of a finance and maintenance agreement between the State Highway Commission and Lincoln County covering the Big Elk Creek Bridge on FAS 584 in Lincoln County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rm
Enc.

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MAY 7 1958
FOR FILING

Salem, Oregon
May 5, 1958

Maint. #340
Finance #190

FAS Project Agreements
Lincoln County

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: John D. Graham
Office Engr., City & County Relations

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of finance agreement with Lincoln County covering the Big Elk Creek Bridge on FAS 584.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Lincoln County.

Secretary

rn
Attach: 5

FORM 530—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 23, 1958

SUBJECT: FAS Project Agreements
Lincoln County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Big Elk Creek Bridge on FAS 584 in Lincoln County. Two copies have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Commission on June 27, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date Apr. 25, 1958

[illegible] COMMISSION
Date 6-27-57 Minute Page 36
Secretary

RECEIVED
APR 24 1958
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
Harold C. Ayers

April 18, 1958

NOTED
John F. Hagemann

Lincoln County Court
Courthouse
Newport, Oregon

NOTED
V. R. JONES

Gentlemen:

On April 17 a satisfactory bid was received from Lundmark Brothers of Carlton, Oregon, for construction of the Big Elk Creek Bridge on FAS 584. As per the agreement between County and State, the following advance deposit is required prior to awarding a contract:

Bid Items	$40,717.00
12-1/2% Eng'ring & Contingencies	5,089.63
Estimated Total Cost.........	$45,806.63
County Advance Deposit of 20%	$ 9,160.00

Please make this deposit by means of a check or warrant in the amount of $9,160 payable to the Oregon State Highway Commission, forwarding same to this office. If this deposit is received prior to May 7, a contract will be awarded at the regular Highway Commission meeting on May 8 and 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

Rec'd. 4/28/58
521-1049
Cert # 5181

JFH:mm

NOTED
C. G. SWENSON

NOTED
V.R JONES

NOTED
Harold C. Ayers

April 4, 1958

Lincoln County Court
Courthouse
Newport, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the Big Elk Creek Bridge on FAS 584 upon which bids will be received April 17 at the State Highway Building in Salem.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost for this project, including engineering and contingencies, is $55,300; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the County Clerk attest, with seal, and return all copies of each agreement and five copies of the resolution to this office. After signature by the Highway Commission a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in Salem not later than April 16.

Very truly yours,

W. C. Williams
State Highway Engineer

By

NOTED
C. G. SWENSON

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Encl.

NOTED
Harold C. Ayers

MEMO TO J. W. NASH
9/9/57

[illegible]
J. P. JONES

NOTED
John F. Hagemann

FAS 584, Lincoln County

TERMINI: Big Elk Creek Bridge near Elk City approximately 5.2 miles south of the easterly junction of FAS 584 with FAP Route 22.

PROPOSED WORK: One concrete bridge 206' long.

PROJECT LENGTH: 0.04 mile

COSTS:	TOTAL	FEDERAL	STATE	OTHER
CONSTRUCTION:	$60,000	$36,000	$12,000	$12,000 (County)

EXISTING FACILITY: Untreated timber bridge 378' in length with 15'-8" roadway. Deteriorated condition.

ADJACENT SECTIONS: 14' to 16' gravel and rock wearing surface. Standard grade and alignment.

PROJECT DATA:
STRUCTURE: Construct R.C.D.G. bridge 206' in length with 24' H.C. The new structure will be on same location as existing structure which will be removed.

ROADWAY APPROACHES: County will construct, without federal cooperation, road approaches through a crushed rock wearing surface as required to connect new structure to existing roadway.

ROW WIDTH: 60'

MINIMUM DESIGN STANDARDS: No exceptions.
ACCESS CONTROL: None
RR X"NG: None
SYSTEM ACTION: None required.
UNUSUAL OR COMPLICATED SITUATION: None

ROUTE DATA: Submitted under Oregon Project S-176(1).

JFH:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

July 1, 1957

Lincoln County Court
Courthouse
Newport, Oregon

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Gentlemen:

On June 27th the Highway Commission approved the FAS project on FAS 584 as described in the attached tabulation which is believed to conform with the county's request. As soon as the bridge can be designed it will be advertised for contracting.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County & City Relations

JFH:mm
Att: (57-e)

NOTED
JOHN D. GRAHAM

NOTED
[illegible] WENSON

LINCOLN COUNTY
PROPOSED PROJECT

FAS 584 - Big Elk Creek Bridge, $100,000. This bridge is located near Elk City approximately 5.2 miles south of the junction of FAS 585 with FAP Route 22 (Corvallis-Newport Highway). The existing structure carries highway department inventory number 12,126 and consists of an untreated timber structure 378' in length with a horizontal clearance of 15'-8".

The proposed project is to replace the existing bridge with a permanent type structure having a horizontal clearance of 24'. The FAS project will be for the structure only, including removal of the existing bridge. Lincoln County will construct road approaches as required.

The $100,000 programmed above may be adjusted when a more accurate estimate of costs is available.

(57-e)
6/11/57

S-163(2) Gilliam Co. Line-McNab Sec. 1958

182

OREGON STATE HIGHWAY DEPARTMENT

INVOICE

DATE	BILLING REQ. NO.	YOUR ORDER NO.	INVOICE NUMBER
5/10/60	cc 604		64850

CREDIT DISTRIBUTION

525-1030-297

Contract 5182
S-163(2)

Morrow County
Heppner, Oregon

Attn: County Court

Make checks payable to the Oregon State Highway Department

Send Remittance To:
OREGON STATE HIGHWAY DEPARTMENT
STATE HIGHWAY BUILDING
SALEM, OREGON

NOTED
C. G. SWENSON

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
Final billing: Gilliam County Line-[illegible] Section, FAS 573, covered by agreement dated 5/1/58			
Original advance deposit	$29,295.00		
Less amount previously transferred	17,545.00		
Balance in advance deposit fund		$11,750.00	
County share total costs as per attached statement	$26,871.11		
Less amount previously transferred	17,545.00		
Balance		9,326.11	
To be refunded		$ 2,423.89	

ACK[illegible] OF BILLING REQUEST
Cash Received with Request: $
By

RECEIVED
1960

A-150 (REVISED 12-59)

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 9, 1960

Morrow County Court
Courthouse
Heppner, Oregon

Gentlemen:

Final costs are now available for the West Unit, Heppner-Forest Boundary Section of FAS 682, Contract No. 4999; the Gilliam County Line-McNab Section of FAS 573, Contract No. 5182; and the North Unit, Bomber Range Road Section of FAS 829, Contract No. 5350; as shown in the attached cost statements. The cost statement for the West Unit, Forest Boundary Section was mailed to Morrow County on July 16, 1959.

In accordance with agreements signed 6/27/57, 5/1/58, and 9/18/58, refunds of $1,909.44, $2,423.89, and $6,527.63 are due the County in connection with these projects. These refunds, totaling $10,860.96, will be made by means of a check from our accounting division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

H. S. Cox
Assistant County & City Relations Engineer

HSC:mm
Att.

OSCAR E. PETERSON, *Judge*
HEPPNER, OREGON

E. O. FERGUSON, *Commissioner*
HEPPNER, OREGON

RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month

PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

NOTED
H. S. COX

May 5, 1960

NOTED
C. G. SWENSON

Mr. C. G. Swenson, Engineer
County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Swenson:

There is something like $10,800.00 in refunds coming to us here, which we are hoping to use now soon. We were also wondering if you could have this sent to us now and make the check payable to the Morrow County Court.

We are purchasing some surplus property machinery from the General Services Administration, and, as of now, we will be paying something like $5,000.00 or $6,000.00 for some of this excess property. Consequently, can use most of this refund money, which is now with you there at the State Highway Department. Hope it can be handled this way. Thank you most kindly for an early reply.

Sincerely,

Oscar E. Peterson
Oscar E. Peterson
County Judge

OEP:mb

Final Transfer 5-9-60

NOTED
H. S. COX

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1960

In Sunny Eastern Oregon Where Agriculture Flourishes

RECEIVED
V - 3 1959

W. C. Williams

NOTED
W. C. WILLIAMS

November 4, 1959

Gilliam County Line-McNab
Contract No. 5182

FINAL COST ANALYSIS
Structure and Oiling
Contractor: Babler Bros. Inc.
Resident Engineer: C. C. McKinney

Olex-McNab Road
Prefix No. 525-1030

5182

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*&** 2. Sprinkling	550.1	M-Gal.	2.00	2.23	1,228.89	1,100.20
** 3. Preparation of Base	5.64	Mile	250.00	257.85	1,454.32	1,410.00
** 6. MC-2 Asphalt	107.53	Ton	46.00	47.40	5,097.66	4,946.38
** 7. 120-150 Asphalt	119.66	Ton	44.00	45.34	5,426.26	5,265.04
** 8. RS-1 Asphalt	70.87	Ton	45.00	46.37	3,286.68	3,189.15
* 9. 1/2"-1/4" Cr. Mat'l in S.P.	1,919	Cu. Yd.	2.25	2.32	4,451.02	4,317.75
*10. 1/4"-#10 Cr. Mat'l in S.P.	878.6	Cu. Yd.	2.25	2.32	2,037.87	1,976.85
11. Structural Excavation	178.65	Cu. Yd.	10.00	7.22	1,290.15	1,786.50
12. Class "A" Concrete	120.15	Cu. Yd.	80.00	96.14	11,551.31	9,612.00
13. Metal Reinforcement	27,025.7	Lb.	0.14	0.125	3,387.07	3,783.60
PA#1 3/4"-0 Mat'l in level crse.	6,886	Cu. Yd.	2.24	2.22	15,296.62	15,424.64
*&**PA#1 3/4"-0 Mat'l in binder crse.	591	Cu. Yd.	3.46	3.56	2,108.59	2,044.86
*&**PA#1 Furnish & Place Aggregate	1,934	Cu. Yd.	3.68	3.79	7,338.73	7,117.12
PA#2 Process County Placed Rock	100%	All	924.00	1,592.66	1,592.66	924.00
PA#3 Cement Adj. (Favor of Contr)	24.99	Bbl.				148.94
					$ 65,547.83	$ 63,047.03

Gross Revenue	$ 63,047.03
Total Cost	65,547.83
Net Loss	$ 2,500.80

Net Loss equals 3.96% of Gross Revenue

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1959
OFFICE OF
STATE [illegible] ENGINEER

* N.A. Toole Construction Co. (All or in part)

** Horton Construction Co. (All or in part)

DETAIL OF COST - Contract No. 5182

Labor:					
Labor and Supervision				$ 12,704.02	
Labor Insurance				1,128.78	
Health and Welfare				345.38	
Travel-Transportation Pay				63.50	
Pension				4.13	$ 14,245.81
Equipment Rental & Miscellaneous Supplies:					
Equipment Rental, Owned				3,304.30	
Equipment Rental, Hired				1,196.46	
Gas, Oil, and Grease				811.90	
Bond				183.19	
Freight on Asphalts				2,550.21	
Instalation of Reinforcement Steel				540.51	
P.U.C.				68.38	
Small Tools and Misc. Supplies				400.09	
Home Office and General Overhead				939.01	
Water purchase				81.24	10,075.29
Materials:					
MC-2 Asphalt	107.53	Ton	@ $27.25	2,930.20	
120-150 Asphalt	119.66	Ton	@ $25.00	2,991.50	
RS-1 Asphalt	70.87	Ton	@ $26.79	1,899.31	
Class "A" Concrete	54	Cu. Yd.	@ $28.48	1,538.10	
Metal Reinforcement	27,025.7	Lbs.	@ $9.88 cwt.	2,667.00	
Concrete Sand	35	Cu. Yd.	@ $2.00	70.00	
1-1/2 Crushed Materials	45	Cu. Yd.	@ $2.00	90.00	
3/4" Crushed Materials	20	Cu. Yd.	@ $2.00	40.00	
Portland Cement	150	Bbl.	@ $4.50	675.00	
Galv. Deck Drain w/pipe Ext.	1	Each	@ $20.00	20.00	12,921.11
Subcontractors:					
N.A. Toole Construction Co.				22,289.50	
Horton Construction Co.				6,016.12	28,305.62
				TOTAL COST	$ 65,547.83

Remarks - Contract No. 5182

This was a "Federal Aid Secondary Project" consisting of the construction of a 70-foot reinforced concrete structure over Willow Creek; the construction of 5.64 miles of stone leveling course and shoulders, involving 6,886 cubic yards of crushed materials; the construction of 5.64 miles of Type 0-9 oil mat wearing surface, with binder course; and the furnishing of 2,797.6 cubic yards of crushed materials in stockpiles on the Gilliam County Line-McNab Section of the Olex-McNab County Road in Morrow County.

This project was bid April 17, 1958, awarded May 8, 1958, and completed June 8, 1959.

Construction of the structure was started Monday, June 9, 1958 and completed August 8, 1958. Clean up of the area was delayed because of the labor strike. The final clean up was accomplished on August 11, 1958.

Removing overburden and drilling of the quarry was started September 8th, 410 holes at 6' centers drilled and shot by October 1, 1958.

The contractor moved one motor grader and one 3-wheel roller onto the project Friday, October 17, 1958 but did not begin processing existing county placed base until October 17th.

N.A. Toole began moving in his crushing plant during the week of October 17th. Crushing operations, on a 2-shift basis, were started October 27, 1958. The prime contractor placed the leveling course the same period but only on one 8-hour shift per day.

The leveling course was completed November 14th and the plant then changed over to producing oil aggregates, and the production of crushed materials for maintenance stockpile. The crushing was completed December 8, 1958.

Horton Construction Co., began preparation of base on May 27, 1959. Placing of bider course was started on May 29th. The 0-9 oil mat wearing surface was completed June 8, 1959.

The loss to the contractor was due to several reasons. The labor force on the structures and oiling was carried by Babler. All fuels, materials were furnished by Babler. A fire burned the forms, etcetera, on the structure adding to the labor costs for reconstruction. The processing costs of county placed materials were more than anticipated. It is to be noted that items 2, 3, 6, 7, 8, 9, 10, and PA#1 were let to the subcontractors at bid prices, the costs of handling of payrolls and materials were therefore absorbed by the prime contractor.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

REC[illegible]
[illegible]
FOR FI[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)

August 31, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5182 5182	7 Final	Babler Bros., Inc.	
~~(VOUCHER NO.)~~	(WARRANT NO.)	(AMOUNT)	(DATE)
21435	31861	$ 2109.21	8/27/59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapeaske
ACCOUNTING DIVISION

Specified completion date: **80 workdays from May 19, 1958**

Time Extensions: **None of record**

Completion Date: **June 8, 1959**

Date Accepted: **July 2, 1959**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **August 31, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: SEP - 1 1959
jc

NOTED ON CARD
jmc
9/3/59

RECEIVED
AUG 11 1959

[illegible]

5182

August 10, 1959

General Insurance Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5182 for structure-oiling on the Gilliam County Line-McNab Section of the Olex-McNab Road in Morrow County was completed by the contractor, Babler Bros., Inc., on June 8, 1959, and was formally accepted by the Highway Commission on July 2, 1959.

Final payment in the amount of $2,109.21 will be released to the contractor on or after August 20, 1959. The total contract amount is $63,047.03, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

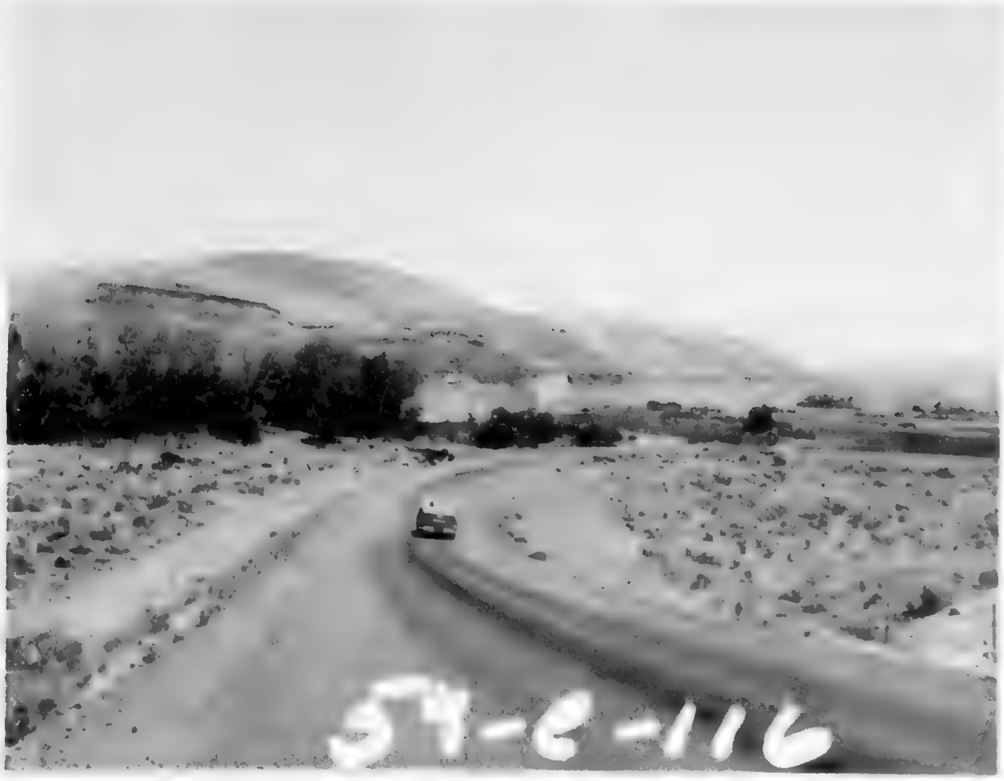
dc

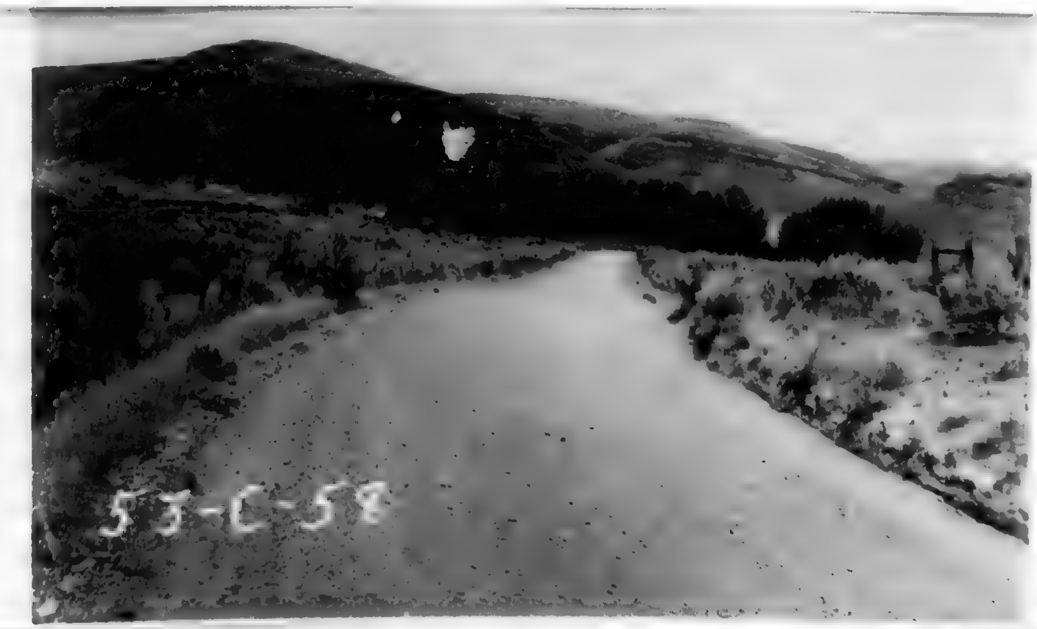
1953 & 1954

FAS 5[illegible]3 County Morrow Contract No.

Section

Location [illegible]
54-116)





25

F 16.15 looking east

3 4 1954

RECEIVED
JUN 25 1959
FOR FILING
[illegible]
5182

June 24, 1959

General Insurance Company of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to Babler Bros., Inc., a portion of the funds heretofore retained by the Commission on contract #5182, for structure and oiling the Gilliam County Line-McNab Section of the Olex-McNab Road in Morrow County.

This payment, in the amount of $22,803.68, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,884.67. The present payment will be released on or after July 6, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

June 17, 1959

Morrow County Court
Courthouse
Heppner, Oregon

NOTED
V. R. JONES

NOTED
John F. Hagemann

Gentlemen:

This is to advise you that work was completed on Contract No. 5182, Gilliam County Line-McNab Section of FAS 573, on June 8, 1959.

Under the terms of the maintenance agreement signed by the Court on April 15, 1958, and by the Highway Commission on May 1, 1958, the County assumed maintenance of the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

CGS:mm

1

RECEIVED
JUN 17 1959
FOR FILING
S 163(2)

June 17, 1959

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 8, 1959, on Contract No. 5182, Gilliam Co. Line-McNab Section, in Morrow County, in connection with Federal Aid Project No. S-163(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:br

cc: Clarence G. Swenson

Form E-1-

S-163(2)
5182

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 12, 1959

Section Gilliam County Line- McNab

Kind of work Structure & Oiling

Highway Olex-McNab County Morrow

Section prefix 525-1030 S 163(2)

Contractor Babler Bros.

Contract number 5182

Date of contract 5/8/58, 19

Specified work days 80 days biginning 5/1/58

Date work started 6/9/58, 19

Work days used 73

Project authorization $ 71,739.00

Exclusive of engineering $ 66,637.50

Per cent of time elapsed 91.2 %

Estimated cost of completed project, exclusive of engineering $ 61,200

Estimated per cent overrun or underrun — %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 5,101.40

Engineering cost to date $ 4,800, 94 %

Date project was completed June 8, 1959

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Oiling was completed on June 8, 1959.

Compilation of data for the semi-final estimate is underway.

CONSTRUCTION DIVISION
RECEIVED
JUN 15 1959
NOTED-- ☐ CE ☐ ACE B ACE ☐ ☐ COE

Signed

Address P.O. Bx. 635 Milton-Freewater, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		5.64		5.64	
Miles partially completed					
Miles completed		5.64		5.64	
Total estimated quantities (contract)		7,349 cy.	3,000 cy.	303 T Asph.	
Total quantities corrected to date		6,890 cy.	2,700 cy.	297 T "	
Estimated quantities moved or placed to date		6,890 cy.	2,700 cy.	297 T "	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				12	

Men	
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	2
Men and tractors	

Equipment used during week: Shovels ...., Power graders 1, Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., . . Oiling Equipment ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Showers		
Wednesday	Fair		
Thursday	"		
Friday	"		
Saturday			

A

RECEIVED
JAN 8 - 1959
FOR FILING
2163(2)

FORM E-123-X 37.5M

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. PRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 7, 1959

Mr. Lloyd Babler Jr.
Babler Brother Incorporated
General Contractors
4617 S. E. Milwaukie Avenue
Portland 2, Oregon

Dear Mr. Babler:

Your claim for extra time spent in preparation of subgrade on the Gilliam County Line-McNab Section of the Clex-McNab Road, Contract No. 5182, has been referred to this office for suitable action.

Since conditions were substantially as you described them in that the stone base to be placed prior to your portions of the contract by the county was not processed and set up, and, as a consequence, had to be processed and set up by you, we agree that additional compensation is due your organization. We have made a thorough analysis of the costs involved in preparing the subgrade of rock by your organization. A tabulation of our analysis follows:

The total amount spent by your organization to process the grade, lay and process the 3/4- material, as required under your contract, and to maintain during the fourteen days required for the placing of the entire leveling course lift amounts to $2,860. This figure is based on A.G.C. rental rates, union scale wages for regular and over-time work plus all taxes and health and welfare contributions.

Our Cost Analyst Department estimates that the total cost of placing and processing the 3/4- material amounts to $1,012, which leaves an estimated cost of $1,848 for processing the subgrade and maintaining the road for the period required. A portion of this $1,848 must be considered a normal expense to the contractor. We therefore offer the settlement of $924 representing approximately half of the cost to you for processing and maintaining the subgrade.

If this settlement of $924 for your claim is satisfactory, please sign the enclosed price agreement and hand it to the resident engineer.

Very truly yours,

NOTED

ORIGINAL SIGNED BY
TOM EDWARDS

Tom Edwards
Construction Engineer

RECEIVED
JAN 8 1959
OFFICE OF
STATE HIGHWAY ENGINEER

FBK:fp
Enc.
cc: Forrest Cooper A. F. Parson C. C. McKinney

RECEIVED
OCT 21 1958
FOR FILING
[illegible]

When replying, refer to:
08-35.4

October 8, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning without approval Order for State Force Work No. 276, covering installing railroad warning signs on the Gilliam County Line-McNab Section of the Olex-McNab County Road in Morrow County, Federal aid Project No. S-163(2).

In programing this project you did not include the railroad protection under the character of the proposed work. The supporting data did indicate that adequate protection would be provided to comply with the provisions of GAM 63 in order that the project could be approved. However, according to our long established understanding such work was to be non-participating. Your July 2, 1958 detailed project agreement estimate confirms this fact. On future projects you may obtain Federal reimbursement for the Federal pro rata share of costs incurred in providing railroad protection if the work is programed clearly indicating that participation is desired.

Very truly yours,

C. G. Polk
Division Engineer

[illegible] to
[illegible]

RECEIVED
OCT 21 1958
FOR FILING
S-163(2)

5182

When replying, refer to:
08-35.4

October 8, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We are returning without approval Order for State Force Work No. 276, covering installing railroad warning signs on the Gilliam County Line-McNab Section of the Olex-McNab County Road in Morrow County, Federal aid Project No. S-163(2).

In programing this project you did not include the railroad protection under the character of the proposed work. The supporting data did indicate that adequate protection would be provided to comply with the provisions of GAM 63 in order that the project could be approved. However, according to our long established understanding such work was to be non-participating. Your July 2, 1958 detailed project agreement estimate confirms this fact. On future projects you may obtain Federal reimbursement for the Federal pro rata share of costs incurred in providing railroad protection if the work is programed clearly indicating that participation is desired.

Very truly yours,

C. G. Polk
Division Engineer

Copied to Resident

RECEIVED
SEP 9 - 1958
FOR FILING

[illegible]

5182

September 5, 1958

Mr. C. [illegible]. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sirs:

Herewith for your consideration and approval are copies of order for State Force Work No. 276, covering installing railroad warning signs in the [illegible] Section of the [illegible] County Road in Morrow County, Contract No. 5182, in connection with Federal Aid Project No. S-16[illegible](2).

This work has been required by the Bureau of Public Roads. The State has the necessary materials, equipment and experienced crews to do the work more economically than the contractor can do it. The amount is too small to be done by separate contract.

Your approval of this order with State forces under the provisions of PPM 21-6.[illegible] is requested.

The total estimated amount of the order is $1[illegible].00 with Federal participation of $[illegible].00.

Very truly yours,

W. C. Williams
State Highway Engineer

By GSP

for Forrest Cooper
Deputy State Highway Engineer

DBP:maj

Encl.

5 copies (S.F.W. No. 276

RECEIVED
AUG [illegible] 1958
FOR FILING
S 163 (2)

12

Salem, Oregon
August 14, 1958

Advance Warning Signs
Gilliam Co. Line-McNab Section
Olex-McNab County Road
Morrow County

Mr. W. C. Widdows
Sign Engineer
State Highway Shops

To conform with requirements of the Bureau of Public Roads it will be necessary to install reflectorized cross-buck signs and reflectorized advance warning signs at the grade crossing of the Union Pacific Railroad tracks with the Olex-McNab County Road at McNab.

The crossing referred to is at Station 298+57 of the Gilliam Co. Line-McNab Section, Contract No. 5182.

The signs should be installed before completion of the contract which is estimated to be September 30, 1958. Expense should be charged to prefix 525-1030. The Federal-aid Project is No. S-163(2).

Forrest Cooper
Deputy State Highway Engineer

RA:bb

cc: A. F. Parson

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

D. F. WENGERT
GENERAL MANAGER
NORTHWESTERN DISTRICT

828 PITTOCK BLOCK
PORTLAND 5, OREGON

August 12, 1958
C 321 - 2 - 6

S-163(2)

Probert

Mr. W. C. Williams,
State Highway Engineer,
State of Oregon,
Salem, Oregon.

Dear Sir:

ATTENTION: Mr. Forrest Cooper,
Deputy State Highway Engineer

Your letter August 4 in regard to proposed installation of reflectorized crossbuck signs and reflectorized advance warning signs at the grade crossing over our tracks by the Olex-McNab County Road at McNab, identified as Crossing No. 2F-24.9:

We are agreeable to the installation on the basis outlined by you, with the understanding the reflectorized crossbuck sign to be installed will be in accordance with our standard.

Yours truly,
DFWengert

CC: Mr. R. M. Brown

RECEIVED
AUG 1[illegible] 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED
V. R. [illegible]

Salem, Oregon
August 11, 1958

NOTED
Harold C. Ayers

Mr. C. H. Maison
OFFICE

Attention: Mr. John Herr

Attached is Morrow County's check for $6,750 which is to pay for stockpiled rock which was produced by the contractor for the county in connection with the Gilliam County Line-McNab project on FAS 573.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

NOTED
G. SWENSON

OSCAR E. PETERSON, *Judge*
HEPPNER, OREGON

RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON

RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month

PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

August 8, 1958

John F. Hagemann, Asst. Engineer
County and City Relations
State Highway Department
Salem, Oregon

Dear Sir:

Enclosed herewith is the belated check for $6,750.00 balance due on the Babler Bros. Contract and in connection with the McNab-Gilliam County FAS 573 contract.

Thanks for giving us the extension of time.

Very truly yours,

Oscar E. Peterson
Oscar E. Peterson, County Judge

RECEIVED
AUG 11 1958

	½-¼	¼-10
McHan St. at NP 27.60	405	240
S.P. " " 31.20	275	140
" " " 35.50	400	80
Total	1080	460

OSCAR E. PETERSON, *Judge*
HEPPNER, OREGON

RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON

RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court
HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month

PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

July 29, 1958

RECEIVED
JUL 30 1958

RECEIVED
AUG 1 1958

John F. Hagemann, Asst. Engineer
County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Hagemann:

We still owe you $6,750.00 balance on bid by Babler Bros. for rock production for Morrow County here? on FAS 573 Check is not accompanying this letter but remember, the account is good as gold. Sorry for the delay but I have another proposition I would like to make just now.

This payment was for rock, 3000 yds of it, to be used for the resurfacing of the Ione-Gooseberry road. We would like very much to have this work done this fall, before bad weather starts in. It seems the Babler Bros are delayed in getting on this McNab-Gilliam County job. FAS 573 Would it be possible for us to purchase some 3000 yds of the type of crushed rock needed for this resurfacing job, and then let Barney Heltzer, who is here on the Willow Creek F.A.S 682 job now, do the resurfacing of the Ione-Gooseberry 20 miles? Barney can get at it quite soon, I think, if we can give him the contract and furnish the crushed rock. There seems to be quite a substantial amount of crushed rock, the type we would use, in a stock pile just below Ione on State highway #74 and in another stockpile between Lexington and Heppner. Perhaps we could purchase some of this outright or use of it and replace when the Babler Bros get on the job.

2090 cy. 1/2"-1/4"
910 cy 1/4"-#10
provided for in contract

Kindly let me hear from you about this.

Yours very truly,

Oscar E. Peterson
Oscar E. Peterson, County Judge

NOTED
C. G. SWENSON

P.S. I will be in Salem Friday, Aug. 1st, together with some others, to appear before the Highway Commission pertaining to some much needed improvement in State Highway #74.

Form [illegible]—[illegible] Sets

OREGON STATE HIGHWAY COMMISSION
Maintenance Department

INVENTORY OF MAINTENANCE MATERIALS

as of December 1, 1957.

Name of Highway Heppenr Highway No. 52 District No. 5-B

MATERIAL		LOCATION	IN STOCKPILE THIS DATE		REMARKS
Size	Kind				
¾-½, ½-¼, etc.	Crushed rock, screened gravel, waste screen rejects, etc.	Mile Point	Inventory Materials Cu. Yds.	Non-Inventory Materials Cu. Yds.	
1/4-10	Crushed Rock	20.90	60		
3/4-1/2	"	"	125		
1/2-1/4	"	"	100		
1/4-10	"	"	125		
1¼-3/4	"	22.40	0		
1/4-10	"	23.30	30		
1/2-1/4	"	"	10		
3/4-1/2	"	"	10		
1¼-3/4	"	24.50	40		
3/4-1/2	"	27.60	60	Mc Nab S.P.	
1/2-1/4	"	"	400		
3/4-1/2	"	"	525		
1/2-1/4	"	"	405		
1/4-10	"	"	240		
3/4-1/2	"	31.20	300		
1/2-1/4	"	"	275		
1/4-10	"	"	140		
1/2-1/4	"	"	280		
1/4-0	"	"	70		
TOTALS THIS SHEET			3195		

INSTRUCTIONS:

(1) Separate inventories must be prepared for each highway.
(2) Describe accurately the "kind" of materials.
(3) "Inventory Materials" include all screened or crushed rock or gravel which have been stockpiled and paid for.
(4) "Non-Inventory Materials" include waste screen rejections and raw unscreened materials taken from natural deposits (sand, gravel, talus, decomposed granite, cinders, etc.).
(5) For contract jobs in progress include as on hand December 1 the amount of rock shown on the resident engineer's November estimate.
(6) Do not show fractions of a cubic yard.
(7) Send original copy to Maintenance Engineer, duplicate copy to Division Engineer and retain triplicate copy for your files.

District Maintenance Superintendent

STATE PRINTING DEPT.

Form A-175—6M Sets

OREGON STATE HIGHWAY COMMISSION
Maintenance Department

INVENTORY OF MAINTENANCE MATERIALS

, as of December 1, 1957

Name of Highway Heppner Highway No. 52 District No. 5-B

MATERIAL		LOCATION	IN STOCKPILE THIS DATE		REMARKS
Size ¾-½, ½-¼, etc.	Kind Crushed rock, screened gravel, waste screen rejects, etc.	Mile Point	Inventory Materials Cu. Yds.	Non-Inventory Materials Cu. Yds.	
1/4-0	Crushed Rock	35.50	80		Dirty
3/4-1/2	"	"	510		
1/2-1/4	"	"	400		
1/4-10	"	"	80		
3/4-1/2	"	38.90	185		
1/2-1/4	"	"	45		
Rejects	"	"	300		
1/2-1/4	"	41.80	250		
3/4-1/2	"	"	60		
3/4-1/2	"	"	250		
1/2-1/4	"	"	375		
1/4-10	"	"	75		
1/2-1/4	"	45.42	0		
1/4-10	"	Heppner Maint. shed	70		
1/2-1/4	"	"	70		
1/2-1/4	"	49.20	80		
3/4-1/2	"	"	25		
1/4-10	"	"	15		
TOTALS THIS SHEET			2870		

INSTRUCTIONS:

(1) Separate inventories must be prepared for each highway.
(2) Describe accurately the "kind" of materials.
(3) "Inventory Materials" include all screened or crushed rock or gravel which have been stockpiled and paid for.
(4) "Non-Inventory Materials" include waste screen rejections and raw unscreened materials taken from natural deposits (sand, gravel, talus decomposed granite, cinders, etc.).
(5) For contract jobs in progress include as on hand December 1 the amount of rock shown on the resident engineer's November estimate.
(6) Do not show fractions of a cubic yard.
(7) Send original copy to Maintenance Engineer, duplicate copy to Division Engineer and retain triplicate copy for your files.

District Maintenance Superintendent

Trading rock with Wimmer Co

Line MP 29

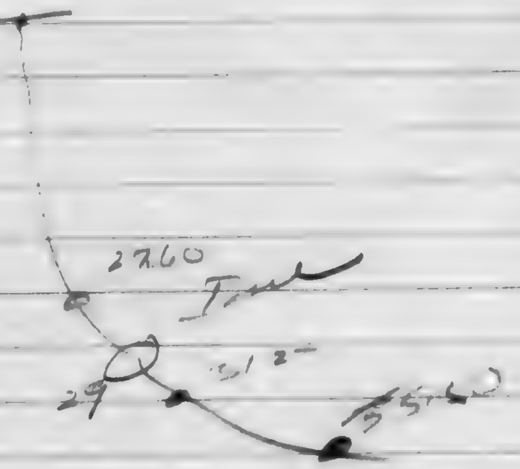
[illegible]

	1/2 - 1/4	1/4 - #10
MP 27.60	405	240
31.20	275	140
35.50	400	80
	1080	460 T.

This about 1/2 of what Co is having crushed ~~67~~ under McNab Contract! Will do about 10 miles of 0-32

2090 1/2 - 1/4 → ~~97~~ ~~100~~

910 1/4 #10 → 41 45



To

↔

RECEIVED
[illegible] 1958
FOR FILING

August 4, 1958

Mr. D. F. Mengert
General Manager, Northwest District
Union Pacific Railroad Company
836 Pittock Block
Portland 5, Oregon

Dear Sir:

Under authority of Order No. 7058, issued by the Public Utilities Commissioner of the State of Oregon on December 27, 1939, we propose to install reflectorized crossbuck signs and reflectorized advance warning signs at the grade crossing of your tracks with the Olex-McNab County Road at McNab, and known by your identification as crossing No. 27-24.9.

We propose to install our standard type of crossbuck sign which consists of scotch lighted aluminum cross arms bolted to a 6"x6"x16' cedar post painted white.

May we have your consent to make this installation with the understanding that the maintenance of the crossbuck signs, after installation, will be a responsibility of your company as provided in the P.U.C. order mentioned above?

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SHP:mfh

cc: Mr. R. H. Brown

RECEIVED JUL 21 1 FOR FILES

Contract 5

Monthly Transaction No. 7-97	Form 2 (9-12-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	Oregon
		County Morrow
Project Report No. S-163(2) 3	FEDERAL-AID PROJECT AGREEMENT	Project No. S-163(2)

S163

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Gilliam County line - McNab Section - Gilliam County line to junction FAS 439. A county road on State Highway 573.**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering		
Rights-of-Way		
Construction	3/11/58	5.647
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 62,720.00	Federal funds $ 31,200.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Hill

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By CGPolk
C. G. Polk
Division Engineer

Date executed by Division Engineer **July 23, 1958**

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Gilliam County Line-McNab Section, Project No. S-163(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:lmr

FORM E-123X 12,500 4-58

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Gilliam County Line-McNab Section, Project No. S-163(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

July 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four (4) copies of estimate as a basis for project agreement for the Gilliam County Line - McNab Section, Project No. S-163 (2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

Oregon State Highway Department

Federal Aid Secondary
Project No. S-163(2)

GILLIAM COUNTY LINE-McNAB SECTION OF THE OLEX-McNAB ROAD IN MORROW COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, July 2, 1958

Type Code 3210
Roadway (Sta. 1+61.98 Thru Equa. 298+56.59=299+54.38 to Sta. 300+75.06)(Contract No. 5182)

3/4" - 0 Material in Leveling Course	8,800 tons	$1.85	$ 16,280.00
Sprinkling	300 M-gal.	2.00	600.00
Preparation of Base	5.64 miles	2.50	1,410.00
3/4" - 0 Material in Binder Course	900 tons	2.85	2,565.00
Furnishing and Placing Aggregates	2,280 tons	3.15	7,182.00
MC-2 Asphalt	106 tons	46.00	4,876.00
120-150 Asphalt	120 tons	44.00	5,280.00
RS-1 Asphalt	76 tons	45.00	3,420.00
			$ 41,613.00
Flagging (57½% of Contractor's Costs)	All Required		25.00
	Subtotal		$ 41,638.00
	10% Engr. & Cont.		4,163.80
	Total		$ 45,801.80

Type Code X021
Willow Creek Bridge (Sta. 290+13 to 290+83)(Contract No. 5182)

Structural Excavation	200 cu. yds.	$10.00	$ 2,000.00
Class "A" Concrete	120 cu. yds.	80.00	9,600.00
Metal Reinforcement	27,000 lbs.	0.14	3,780.00
	Subtotal		$ 15,380.00
	10% Engr. & Cont.		1,538.00
	Total		$ 16,918.00

Length of Roadway	5.634 Miles
Length of Structure	0.013 Mile
Total Length.	5.647 Miles
Cost of Roadway Per Mile. . . .	$8,129.53

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds	County Funds
Roadway	$45,801.80	$ 22,785.00	$ 7,595.00	$ 15,421.80
Structure	16,918.00	8,415.00	2,805.00	5,698.00
	$62,719.80	$ 31,200.00	$10,400.00	$ 21,119.80

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap. 529, Laws 1939.

Funds for Maint.: Chap. 529, Laws 1939.

Note: Necessary funds have been deposited by Morrow County with the Highway Department.

RECEIVED
JUN 19 1958
FOR FILING
S-163(2)
5182

June 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 9, 1958, on Contract No. 5182, Gilliam County Line - [illegible] Section, in Morrow County, in connection with Federal Aid Project No. S-163(2).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:mm

FORM 2-120 SH

RECEIVED
JUN 6 1958
FOR FILING

5182

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 5, 1958

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland 2, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5182, awarded May 8, 1958, for structure and oiling on the Gilliam County Line-McNab Section of the Olex-McNab Road in Morrow County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 27 1958

FOR FILING
[illegible]

5182

May 26, 1958

Mr. R. M. Brown
District Engineer, Northeastern
District
Union Pacific Railroad Company
829 Pittock Block
Portland 5, Oregon

Dear Sir:

Under authority of Order No. 7058 issued by the Public Utilities Commissioner of the State of Oregon on December 27, 1939, we propose to install reflectorized cross-buck signs and reflectorized advance warning signs at the crossing of your tracks with the Glen-McNab County Road at McNab and known by your identification as crossing No. 2F-24.9.

May we have your consent to make this installation with the understanding that the maintenance of the cross-buck signs after installation will be a responsibility of your company as provided in the P.U.C. order mentioned above?

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

SHP:lmr

Form A-150—10M—6-57

NOTED
John F. Hagemann

INVOICE
Oregon State Highway Department
SALEM, OREGON

Invoice No. 55479

Date May 12, 1958

Your Req. No.

Billing Request No. 00-403

Credit Distribution: 525-1030-297

Morrow County
Heppner, Oregon

Advance Deposit	$22,545.00
Partial transfer county's share total cost Gilliam Lime-McNab Section, FAS 573, covered by agreement dated May 1958	17,545.00
To be retained	5,000.00

ACKNOWLEDGMENT OF BILLING REQUEST

Cash Received with Request: $..............

By...................................

State Printing 4396

NOTED
V. R. JONES

NOTED
Harold C. Ayers

April 18, 1958

NOTED
John F. Hagemann

Morrow County Court
Courthouse
Heppner, Oregon

Gentlemen:

On April 17 a satisfactory bid was received from Babler Bros., Inc. of Portland for construction of the Gilliam County Line-McNab Section of FAS 573. As per the agreement between County and State, the following advance deposit is required prior to awarding a contract:

FAS Project		
Bid Items	$56,993.00	
Flagging	25.00	
12-1/2% Eng'ring & Contingencies	7,127.00	
Estimated Total Cost.........	$64,145.00	
County Advance Deposit		
FAS Project		
20% of $$52,000	$10,400.00	
100% of all over $52,000	12,145.00	$22,545
Rock Production for County		
1/2"-1/4" cr. rock		
2,090 c.y. @ $2.25	$ 4,702.50	
1/4"-10 cr. rock		
910 c.y. @ $2.25	2,047.50	$ 6,750
Total Required Advance Deposit................		$29,295

Please make this deposit by means of a check or warrant in the amount of $29,295 payable to the Oregon State Highway Commission, forwarding same to this office. If this deposit is received prior to May 7, a contract will be awarded at the regular Highway Commission meeting on May 8 and 9.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

Paid 5/8/58
$25-1030
Wnt # 5182

NOTED
C. G SW[illegible]N

JFH:mm

RECEIVED
MAY 13 1958
FOR FILING
[illegible]
5182

May 12, 1958

Babler Brothers, Inc.
4617 S.E. Milwaukie Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958 awarded to you State Highway Contract No. 5182 for oiling, construction of one reinforced concrete structure, and furnishing crushed materials in stock pile on the Gilliam County Line-McNab Section of the Olex-McNab Road in Morrow County.

This award was based on your bid of $63,743 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

NOTED
V. R. JONES

NOTED
Harold C. Ayers

May 8, 1958

Hon. Oscar Peterson
Morrow County Judge
Courthouse
Heppner, Oregon

NOTED
John F. Hagemann

Dear Judge Peterson:

This is to acknowledge receipt of three copies of an option (File No. 27786) signed by Marion A. and Geneva Palmer and four copies of an option (File No. 27787) signed by Francis A., Earl E., and Hazel M. Wilson covering right-of-way required for the Gilliam County Line-McNab Section of FAS 573.

We are returning all but one copy of each option for the County's records. Thank you for your cooperation in this matter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:[illegible]
Encl.

NOTED
C. G. SWANSON

NOTED
Harold C. Ayers

Salem, Oregon
May 8, 1958

Mr. Earl Saling
OFFICE

Options
Gilliam County Line-McNab
FAS 573, Morrow County

NOTED
John F. Hagemann

Attached is one signed copy of each of two option forms, files nos. 27786 and 27787, received from Morrow County in connection with the subject named project.

File no. 27786 has been revised by the county to eliminate parcel no. 2 which was to be used for a stockpile site. The county will level an area for stockpiling on the northerly portion of parcel no. 4.

The right-of-way described under files nos. 27,782; 27,783; 27,784; and 27,785 covered a strip of right-of-way varying in width to a maximum of 10' along the northerly side of the existing right-of-way. The county, which is doing the grading and placing the bottom course base with county forces prior to the FAS project, advises that the extra right-of-way is not necessary for its construction so it has not been obtained.

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att.

NOTED
C. G. SWENSON

RECEIVED
MAY 6 1958
FOR FILING

[illegible]

5152

May 5, 1958

County Court of Morrow County
Court House
Heppner, Oregon

Gentlemen:

We are enclosing for the records and files of Morrow County one fully executed copy each of a finance and maintenance agreement between the State Highway Commission and Morrow County covering the Gilliam County Line-McNab Section of FAS 573, Morrow County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAY [illegible] 1958
FOR FILING

Maint. #341
Finance #191

Salem, Oregon
May 5, 1958

FAS Project Agreements
Morrow County

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attention: John D. Graham
Office Engr., City & County Relations

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Morrow County covering the Gilliam County Line-McNab Section of FAS 573 in Morrow County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Morrow County.

Secretary

ra
Attach: 5

FORM E30—30M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 23, 1958

SUBJECT: FAS Project Agreements
Morrow County

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Gilliam County Line-McNab Section of FAS 573 in Morrow County. Two copies of the agreement have been executed by the Court and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Commission on June 27, 1957.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
Paxson
ASST. STATE HIGHWAY ENGINEER
Date Apr. 25 1958

RECEIVED
APR 24 1958
OFFICE OF
STATE HIGHWAY ENGINEER

APPROVED BY HIGHWAY COMMISSION
DATE 6-27-57 Minute Page 36
Secretary

OSCAR E. PETERSON, *Judge*
HEPPNER, OREGON

RALPH I. THOMPSON, *Commissioner*
HEPPNER, OREGON

RUSSELL K. MILLER, *Commissioner*
BOARDMAN, OREGON

Morrow County Court

HEPPNER, OREGON

COUNTY COURT
First Wednesday in Each Month
PROBATE COURT
JUVENILE COURT
ROAD DEPARTMENT

May 2, 1958

NOTED
V. R. JONES

RECEIVED
1958
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
1958
ENGINEER
COUNTY & CITY RELATIONS

NOTED
John F. Hagemann

John F. Hagemann, Asst. Engineer
County and City Relations
State Highway Department
Salem, Oregon

Dear Mr. Hagemann:

Enclosed herewith are tow real estate options necessary in connection with this McNab-Gilliam County deal, highway section FAS 573.

It will be noted that there are some additions or changes, however, these will not affect the contract in the least, as they are mostly local agreements between the owners of the property and the Court here.

One of the changes is the location of stockpile sites in the Marion Palmer option. Stockpile site No. 2 has been eliminated and space has been prepared in Site No. 4 for the stockpiles.

Co. out of Quarry site before June 15 + July 1st

Under separate cover I am enclosing map indicating the change. Hope this all will be very satisfactory.

After our conversation over the telephone this morning, I had a lengthy conversation with Commissioner Ralph Thompson. Commissioner Thompson is under the impression that there would be no contract let on this McNab-Gilliam County road until July 1st or shortly before July 1st since the actual work is not scheduled to start until about that time. Would it be advisable to withhold our advance payment until about that time, as we are a bit low on funds just now? That is, assuming that it would not delay the Babler Bros. Inc. in starting the job.

Kindly let me hear from you about this.

Very truly yours,

Oscar Peterson

Oscar Peterson, County Judge

NOTED
C. G. S[illegible]

RECEIVED
MAY 5 1958

Judge advised by phone 5/6/58 that he would make deposit prior to May 23rd.
J.F.H.

In Sunny Eastern Oregon Where Agriculture Flourishes

NOTED
V. R. JONES

NOTED
Harold C. Ayers

April 4, 1958

NOTED
John F. Hagemann

Morrow County Court
Courthouse
Heppner, Oregon

Gentlemen:

Enclosed are two copies of an agreement covering finances, six copies of a maintenance agreement, six copies of an encroachment resolution, and a set of plans and specifications in connection with the Gilliam County Line-McNab Section of FAS 573 upon which bids will be received April 17 at the State Highway Building in Salem.

The finance agreement covers state and county participation in costs and provides for an advance deposit to be made by the county after the low bid has been determined and prior to award of a contract. The estimated total cost for this FAS project, including engineering and contingencies, is $64,200; however, the low bid received plus 12-1/2% for engineering and contingencies will be the basis for the county's advance deposit. Please treat this estimate as confidential.

In addition to the FAS project there is included in the contract production and stockpiling of crushed rock as requested by the county. The county will, of course, be required to pay the entire cost of this stockpiled rock by means of an advance deposit based on the low bid received. The estimated cost for this rock is $9,000.

The maintenance agreement and encroachment resolution are standard forms required by the Bureau of Public Roads in connection with projects of this nature.

The set of plans and specifications is for your information and records.

If satisfactory, please sign, have the County Clerk attest, with seal, and return all copies of each agreement and five copies of the resolution to this office. After signature by the Highway Commission, a fully executed copy of each agreement will be returned for the county's records. All documents should be mailed so as to arrive in Salem not later than April 16.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

NOTED
C. G. SWENSON

JFH:mm
Encl.

NOTED
[illegible]

NOTED
Harold C. Ayers

March 28, 1958

Honorable Morrow County Court
Court House
Heppner, Oregon

NOTED
John F. Hagemann

Gentlemen:

Enclosed are four copies each of six option forms covering right of way, quarry and stockpile sites as required in connection with the Gilliam County Line-McNab Section of F.A.S. 573. Five prints of maps showing the property covered by the options are being forwarded under separate cover.

Please advise this office when these options or deeds have been executed.

It is our present plan to accept bids on the F.A.S. project on April 17th.

Very truly yours,

John F. Hagemann
Ass't. County and City Relations Engineer

JFH:AM

NOTED
C. G. SWENSON

FORM E30—50M—8-57—1476

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

March 26, 1958
Salem, Oregon

SUBJECT: Options
Gilliam County Line-McNab
Morrow County Road

To: C. G. Swenson
County-City Relations Engr.
OFFICE

Attached you will find 6 option forms in quadruplet covering right of way to be acquired in connection with Gilliam County Line-McNab Section of the Morrow County Road in Morrow County. This contract is scheduled for letting on April 17, 1958.

We are forwarding, under separate cover, 5 prints each of map 8B-8-17 and 1R-5-1127 covering this area and bearing our date of March 19, 1958.

27782	Harry A. Withers, et al	1.80	acres	
27783	Herman F. & Mildred F. Klindworth	1.20	"	
27784	Hiram D. Ely	0.58	"	
27785	Ernest C. & Vidar N. Heliker	1.4	"	
27786	Marion A. Palmer, et ux	0.04	"	p-1
		3.2	"	p-2
		1.7	"	p-3
		8.0	"	p-4
27787	Earl E. & Francis A. Wilson	6.8	"	

RECEIVED
MAR [illegible] 1958
ENGINEER
COUNTY [illegible]

Earl F. Saling
EARL F. SALING
Right of Way Office Manager

MM
blr
enc. 6 options

NOTED
Harold C. Ayers

NOTED

MEMO TO J. W. NASH
2/21/58

FAS 573, Morrow County

TERMINI: From the Gilliam-Morrow County line easterly to FAS 439. (Gilliam County Line-McNab Section)

PROPOSED WORK: Construct two-lane low type surface and one concrete bridge 50' long.

PROJECT LENGTH: 5.62 miles

COSTS	TOTAL	FEDERAL	STATE	OTHER	
CONSTRUCTION	$52,000	$31,200	$10,400	$10,400	(County

EXISTING FACILITY:

ROADWAY: presently being reconstructed by county through 10" deep crushed rock bottom course base 25' in width. Grade and alignment in accordance with highway department standards. One substandard 28° curve 170' long is to remain.

STRUCTURES: Existing Willow Creek Bridge-- Untreated timber "A" fram 27' long, H.C. 17'-10"/ This structure is being replaced with a zmmx concrete structure on an improved alignment.

ADJACENT SECTIONS:

WEST END: 18' type 0-9 oil mat wearing surface with 2' shoulders constructed under Oregon Project S-163(1).

EAST END: Junction FAS 439

PROJECT DATA:

ROADWAY: Place leveling course and type 0-9 oil mat wearing surface 20' wide with 2' shoulders on grade and base constructed by Morrow County.

STRUCTURE: Willow Creek Bridge-Reinforced concrete bridge 50' lone, H.C. 24', on revised alignment.

ROW WIDTH: 50' minimum

MINIMUM DESIGN STANDARDS: One substandard curve mx of 28° and 170' in length is located approximately 1.4 miles from the easterly terminus. This road traverses heavily rolling wheat land and has an ADT of less than 100. AASHO standards call for a minimum curvature of 25° in this instance; however, the section of road where the curve is located traverses a rocky canyon in dropping down from an elevation of 1460' to 960' in a road distance of 3500'. Reducing the curve would involve heavy rock excavation not warranted by the type and volume of traffic utilizing the road.

ACCESS CONTROL: None

NOTED
C. G. [illegible]

NOTED
JOHN [illegible]

RR XING:

Name of RR Co: OWR & N RR
No. of tracks: one
No. of trains:
Sight Distance: unrestricted
Vehicle speeds:
Group priority
RR benefits:
Existing protection:
Proposed protection: Reflectorized X bucks with advance warning signs.

SYSTEM ACTION: None required - line revisions too small to [illegible] show on general highway map.

UNUSUAL OR COMPLICATED SITUATIONS: None

FAS 573 serves as an outlet for a large, highly productive wheat raising area. It is a school bus and mail route.

JFH:mm

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
February 21, 1958

Gilliam County Line-McNab Section
FAS 573, Morrow County

Mr. Tom Edwards
OFFICE

NOTED
John F. Hagemann

The field data for the subject named project has been reviewed and is substantially in accordance with the county's request with one exception. The exception is that the field specifications state that the new bridge over Willow Creek will not be a part of the FAS project. This bridge will be included as part of the FAS project with the understanding that Morrow County will pay all costs of the project in excess of its available FAS funds which amount to $52,000.

In the event it would be desirable to let the bridge as a separate contract from the oiling project, bids could be accepted on the oiling project without awaiting design of the bridge. It is suggested that the oiling work be scheduled for letting not later than May.

Morrow County plans to have the grading and bottom course base completed on or before July 15th. The county has requested that right-of-way descriptions be furnished as soon as possible.

NOTED
JOHN D. GRAHAM

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm

P.S. Roadway width of bridge to be 24'.

cc: V. G. O'Neil
Frank Hall
Ivan Merchant

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

July 1, 1957

NOTED
Harold C. Ayers

Morrow County Court
Heppner, Oregon

NOTED
John F. Hagemann

Gentlemen:

On June 27th the Highway Commission approved the FAS project on FAS 573 as described in the attached tabulation which is believed to conform with the county's request. Preliminary engineering will be handled by our division office with headquarters at La Grande.

Very truly yours,

W. C. Williams
State Highway Engineer

By

John F. Hagemann
Asst. Engr., County and City Relations

JFH:mm
Att: (57-e)

NOTED
JOHN D. GRAHAM

OTED
[illegible] SON

MORROW COUNTY
PROPOSED PROJECT

FAS 573 - Gilliam County Line-McNab Section, Approximately 5.5 Miles, $53,000. This section extends from the Gilliam County line easterly to FAS 439 (Heppner State Highway) at McNab.

The proposed project is to place a leveling course as required and a type 0-9 oil mat wearing surface with binder 20' in width with 2' shoulders on the grade and base to be constructed by Morrow County. Morrow County should be furnished a base design for guidance in its work. The county has also requested that oil aggregate for approximately 20 miles of seal coat be included in the state contract with the understanding the county will pay 100% of the cost of this aggregate.

The $53,000 programmed represents the presently estimated balance of fiscal years 1958 and 1959 FAS funds available to Morrow County. This may be adjusted as final costs for projects presently under contract become available.

(57-e)
6/11/57

I-82-2(5)22 Rooster Rock-Mult. Falls 1958
Sec. of Columbia River
#5183 Hwy.

RECEIVED
NOV 20 1961
FOR FILING

5183

November 17, 1961

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

It will be recalled that somewhat over a year ago signs were installed under a participating contract on the Rooster Rock Park-Multnomah Falls Section of the Columbia River Highway, US30 (I80N). Experience since that time has indicated that traffic is experiencing considerable difficulty because of the left-hand off ramps from the highway to the Multnomah Falls parking lot. Thus, drivers wishing to leave the highway and leaving the parking lot are having difficulty in finding the proper place to leave the highway, and those drivers wishing to continue through on the highway are uncertain as to the proper path. This situation has resulted in several accidents, both at the gore points of the off ramps and by reason of drivers passing the off ramps and attempting to leave the highway at the on ramps.

To correct this situation it is proposed to install a butterfly sign structure with the message "MULTNOMAH FALLS" for the off ramp and "THRU TRAFFIC" for the main line of the highway at the westerly gore point. It is at this point and on the part of eastbound traffic that the greatest amount of difficulty has been experienced. For westbound traffic it is proposed to install a sign bearing the message "MULTNOMAH FALLS LEFT LANE" midway between the advance "ONE MILE" sign and the gore point. Less difficulty is being experienced by traffic in this direction.

The total cost of the project as proposed is $10,000, and it is requested that your office approve the project, first as to the proposed sign installations, and secondly for federal participation as a contract project.

Your favorable consideration of this proposal would be very much appreciated.

Very truly yours,

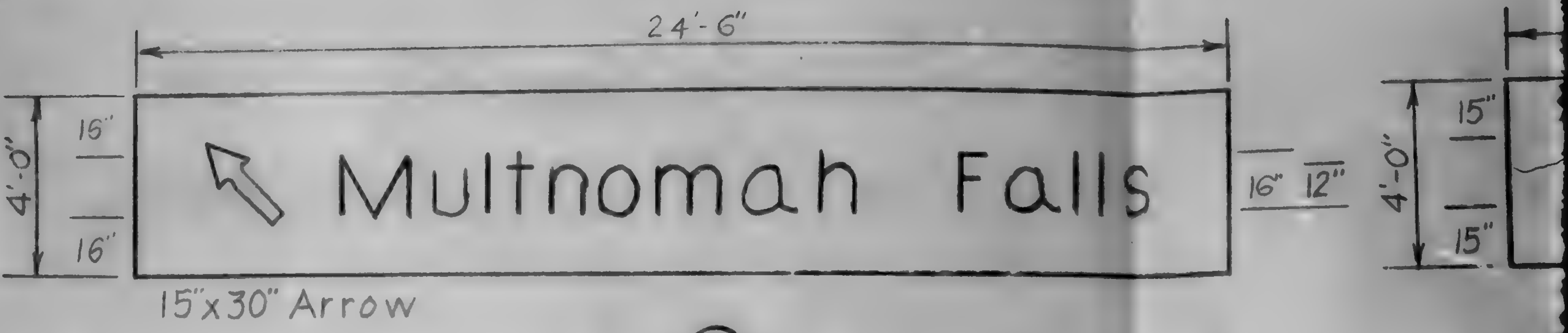
W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

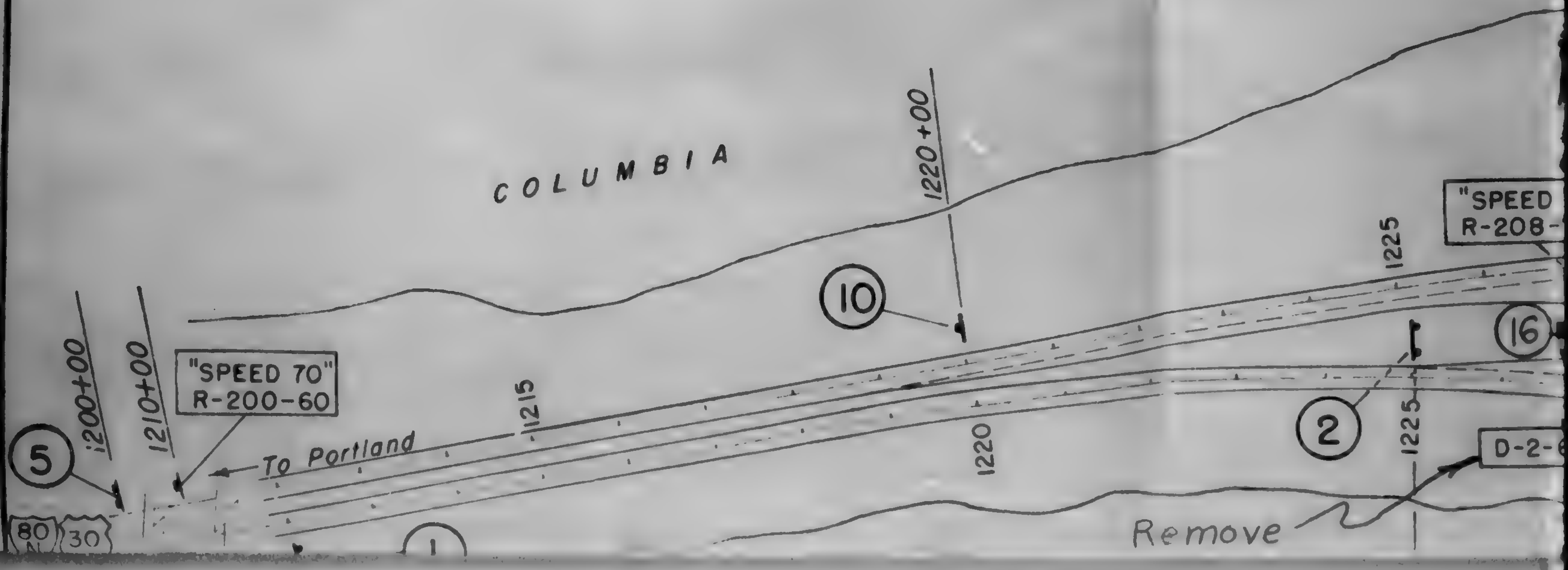
cc to: Mr. W. C. Williams
Mr. F. B. Crandall
Mr. R. L. Porter
Mr. Forrest Cooper

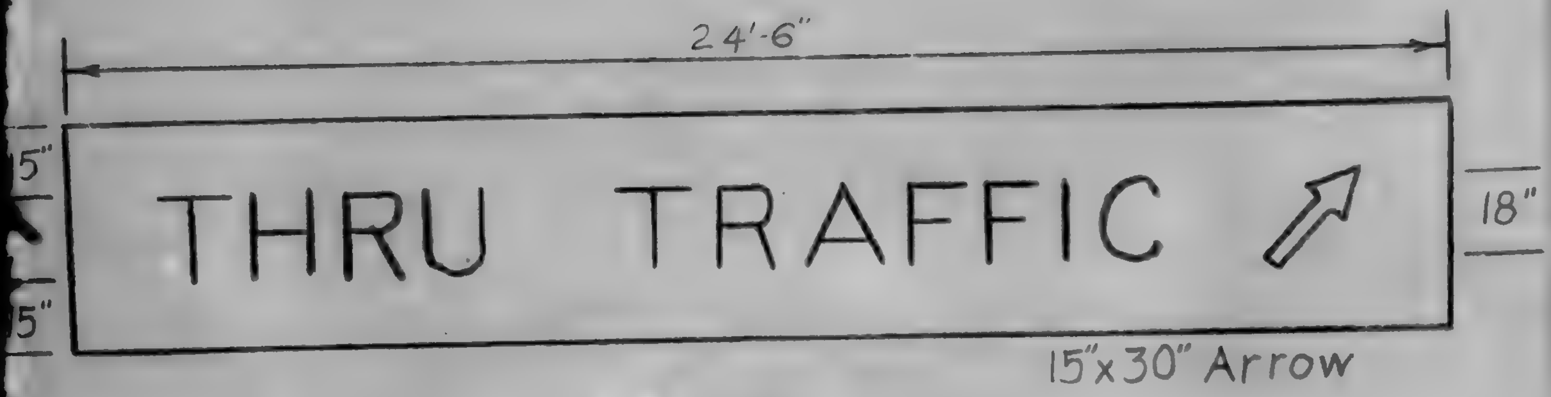
VPJ:pk as


24'-6"
4'-0"
15"
16"
Multnomah Falls
16" 12"
15'x30" Arrow
4'-0"
15"
15"

Sign ⑯

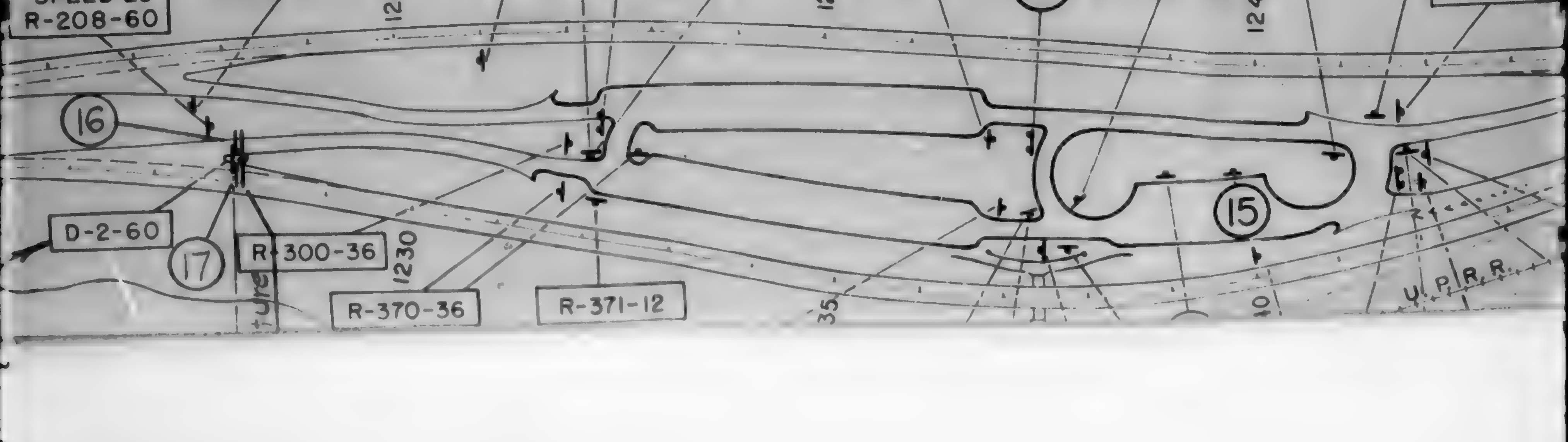
Type "A"


COLUMBIA
1220+00
"SPEED
R-208-
1225
⑩
⑯
1200+00
1210+00
"SPEED 70"
R-200-60
1215
1220
②
1225
D-2-6
⑤
To Portland
80 N
30
①
Remove

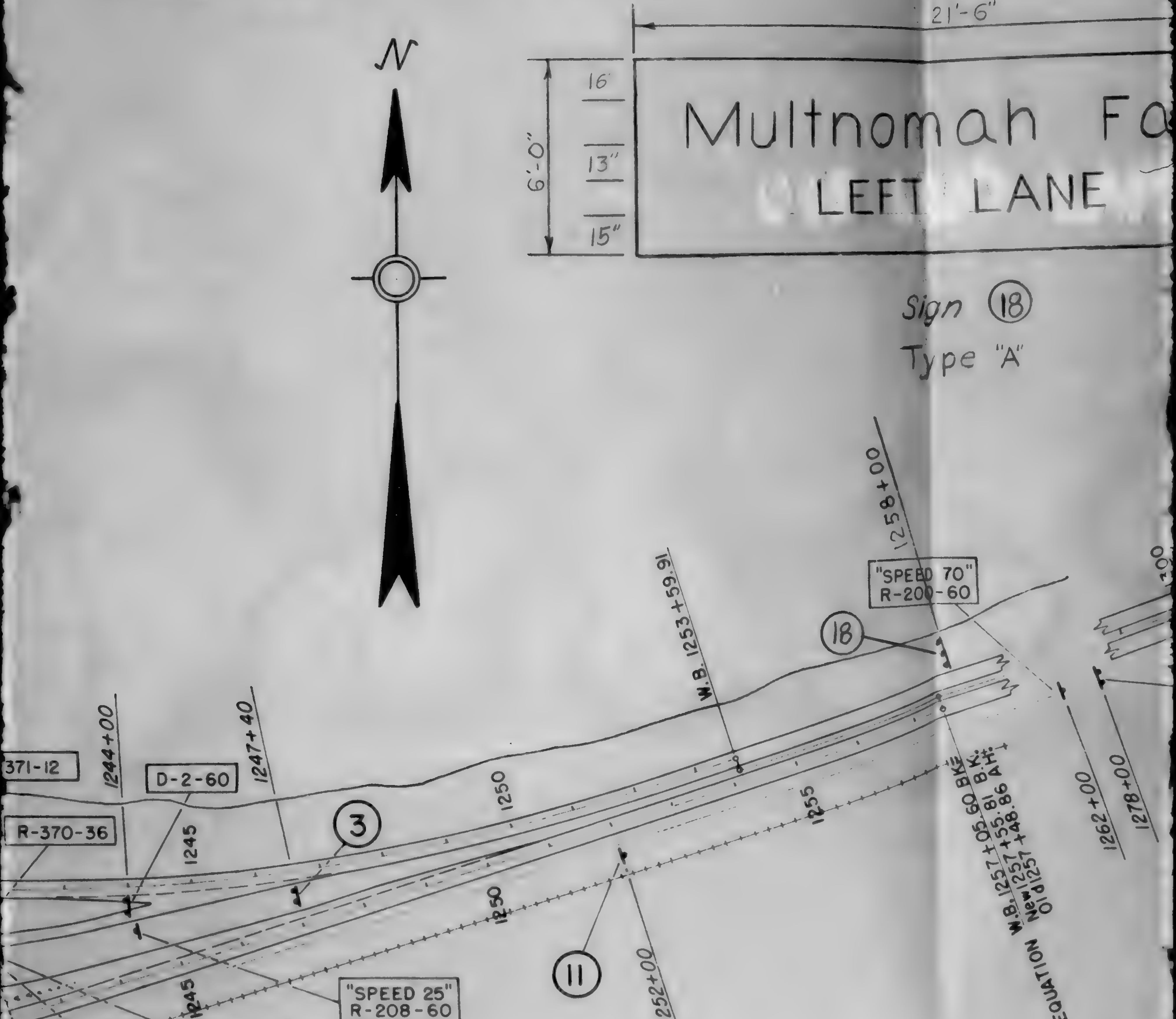


Sign ⑰
Type "A"

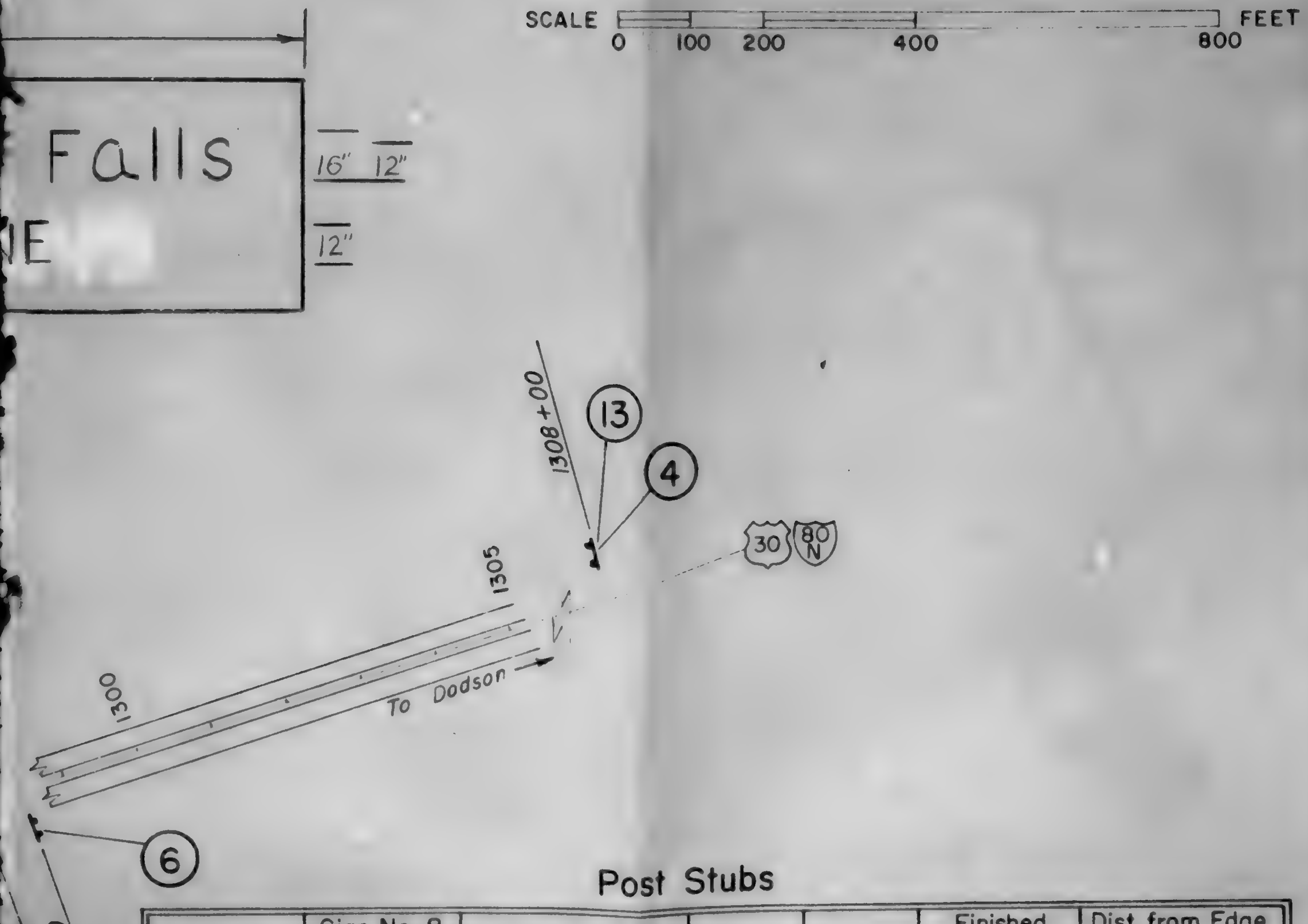
ITEM	ESTIMATED COST
Sign No. 18 At Sta. 1258+00	$ 2,500.
Sign No. 16 & 17 & Structure	$ 6,000.



MULTNOMAH FALLS

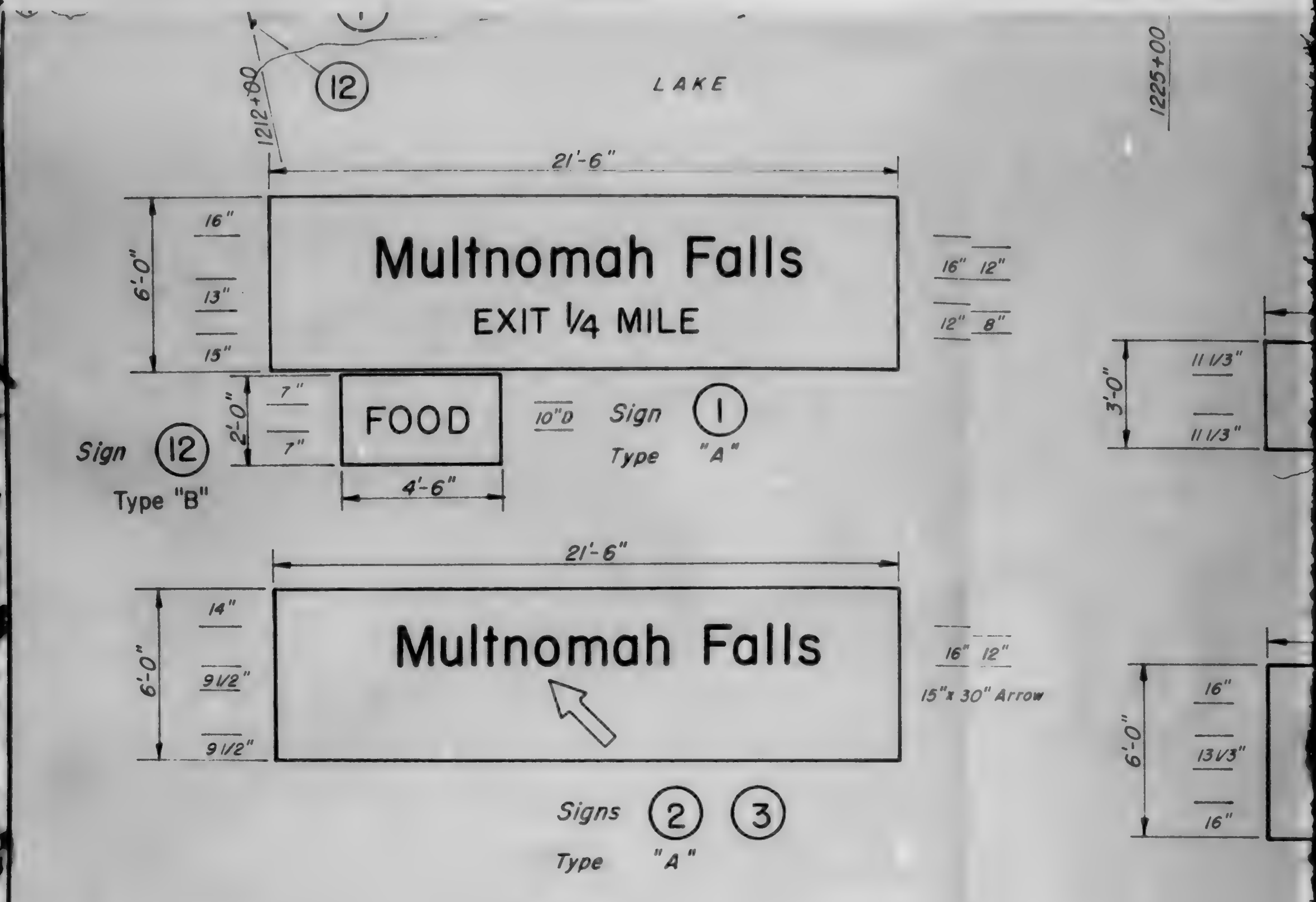


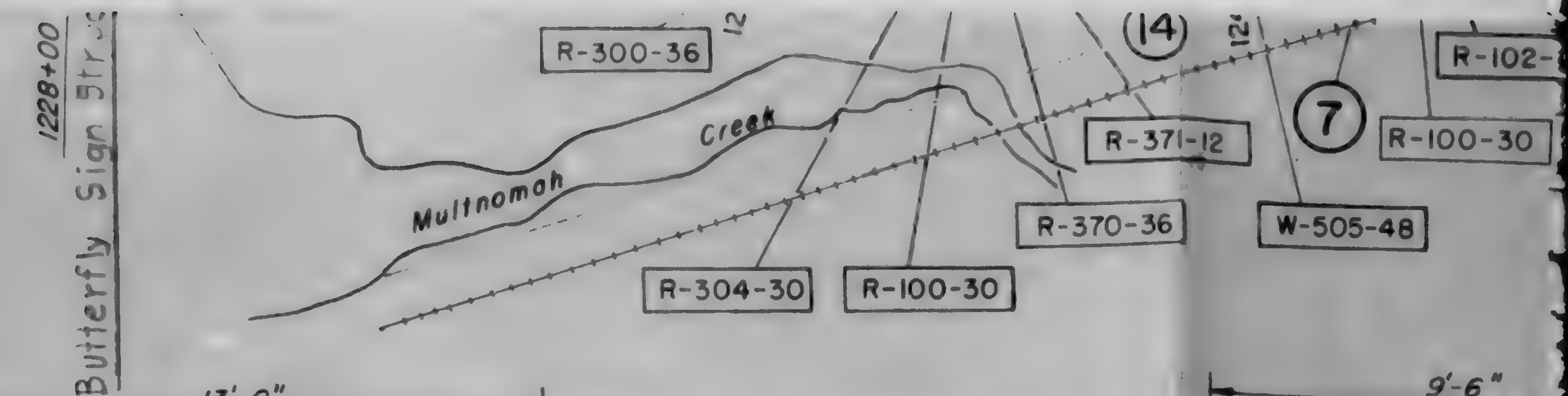
Sign ⑱
Type "A"

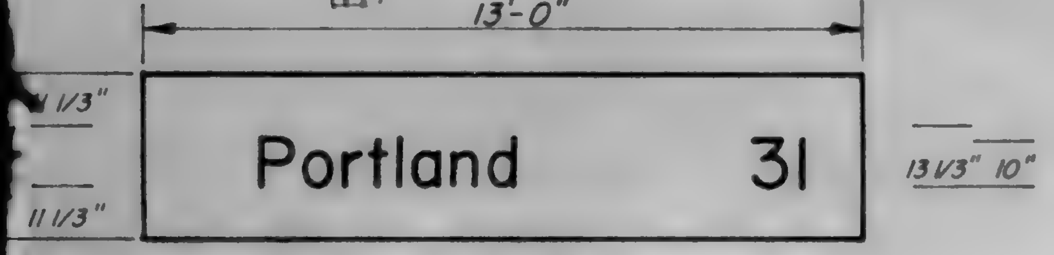


Post Stubs

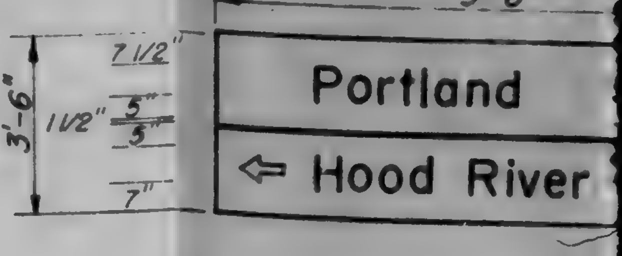
Station	Sign No. & Post Location 1)	Size and Type	Length 2)	Spacing	Finished Height Above Pave. Edge	Dist. from Edge of Shoulder to Stub
1212+00 R	1- Left	8"x8" BP 36#	17'-6"	8'-1"	1'-0"	4'-8"
	1- Center	" " "	19'-6"	"	"	12'-9"
	1- Right	" " "	21'-0"	"	"	20'-10"
1225+00 L	2- Left	" " "	17'-6"	"	"	4'-8"
	2- Center	" " "	18'-0"	"	"	12'-9"
	2- Right	" " "	"	"	"	20'-10"
1247+40 R	3 Left	" " "	"	"	"	4'-8"
	3- Center	" " "	"	"	"	12'-9"
	3- Right	" " "	"	"	"	20'-10"
1308+00 L	4- Left	" " "	17'-0"	"	"	4'-8"


LAKE
1212+80
1225+00
12
21'-6"
6'-0"
16"
13"
15"
Multnomah Falls
EXIT 1/4 MILE
16" 12"
12" 8"
2'-0"
7"
7"
FOOD
10"D
4'-6"
Sign 1
Type "A"
Sign 12
Type "B"
3'-0"
11 1/3"
11 1/3"
21'-6"
6'-0"
14"
9 1/2"
9 1/2"
Multnomah Falls
16" 12"
15"x 30" Arrow
Signs 2 3
Type "A"
6'-0"
16"
13 1/3"
16"
21'-6"
6'-0"
16"
13"
15"
Multnomah Falls
EXIT 1 MILE
16" 12"
12" 8"
2'-0"
7"
7"
FOOD
10"D
4'-6"
Sign 4
Type "A"
Sign 13
Type "B"
3'-6"
7 1/2"
1 1/2"
5"
5"
7"

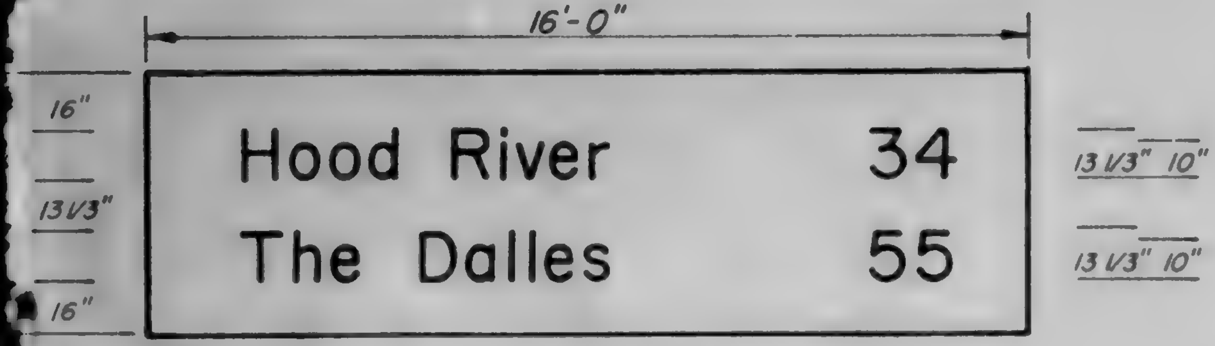




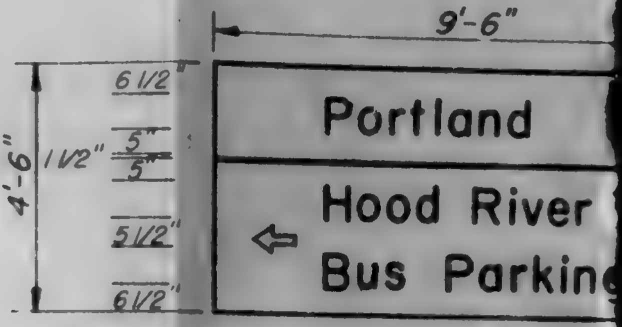
Sign ⑤
Type "A"



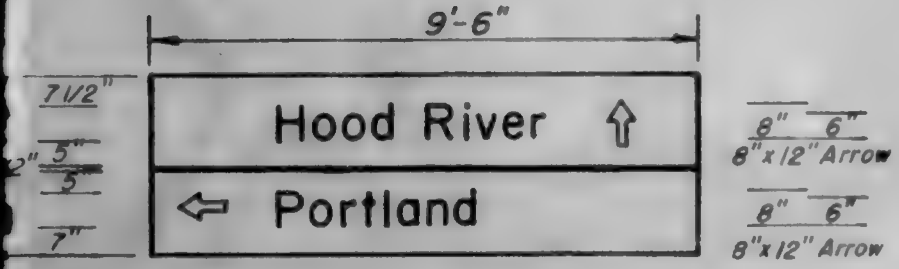
Sign ⑧
Type "A"

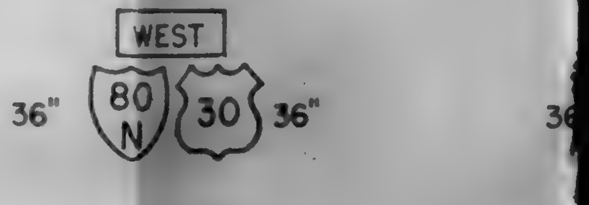


Sign ⑥
Type "A"



Sign ⑨
Type "A"





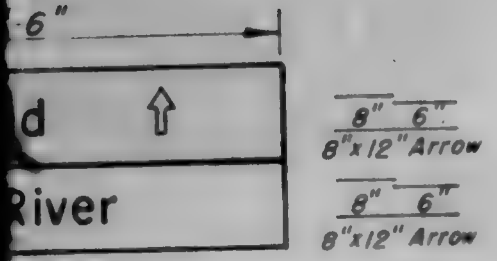
Sign ⑩

Sign ⑦
Type "A"

-102-48

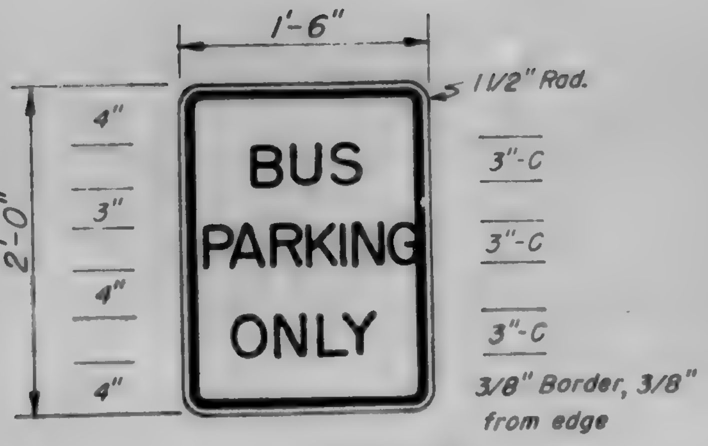
R-304-30

0-30



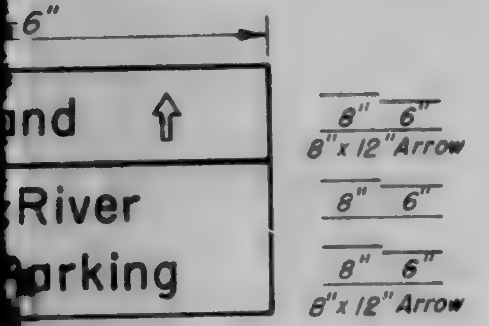
n ⑧

"A"



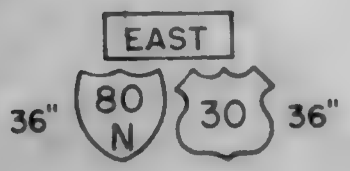
Signs ⑭ ⑮

Type "L"



gn ⑨

pe "A"



Sign ⑪

Station	Sign No.
1212+00 R	1
1225+00 L	2
1247+40 R	3
1308+00 L	4
1200+00 L	5
1278+00 R	6
	7
	8
	9
1228+00 L	D-2-60
1244+00 R	D-2-60

1| Location

2| Length i

APPROVED:

TRAFFIC EN

	4- Center	" " "	21'-0"	"	"	12'-9"
	4- Right	" " "	28'-0"	"	"	20'-10"
1200+00 L	5- Left	" " "	13'-6"	8'-0"	"	4'-6"
	5- Right	" " "	18'-6"	"	"	12'-6"
1278+00 R	6- Left	" " "	18'-0"	9'-8"	"	5'-2"
	6- Right	" " "	19'-0"	"	"	14'-10"

Posts

n	Sign No.	No. Posts Req'd.	Size and Type	Length	Spacing	Minimum Foundation Depth	Remarks
R	1	3	8"x 4" B 10#	12'-0"	8'-1"		Mount Sign No. 12 on Left post
L	2	3	" " "	"	"		
R	3	3	" " "	"	"		
L	4	3	" " "	"	"		Mount Sign No. 13 on Left post
L	5	2	" " "	9'-0"	8'-0"		
R	6	2	" " "	12'-0"	9'-8"		
	7	2	6"x 8" Wood S4S	18'-0"	5'-8"	6'-0"	
	8	2	" " "	"	"	"	
	9	2	" " "	20'-0"	5'-8"	"	
L	D-2-60	2	" " "	"	3'-8"	"	
R	D-2-60	2	" " "	"	"	"	

Location of stub or post as facing the sign face

Length includes 2'-0" allowance for fresh heading, etc.

APPROVED:

TRAFFIC ENGINEER

OREGON STATE HIGHWAY DEPARTMENT
TRAFFIC ENGINEERING DIVISION

SIGNING INSTALLATION
ROOSTER ROCK PARK-MULT. FALLS SEC.
COLUMBIA RIVER HIGHWAY (80N) & (US 30)
MULTNOMAH COUNTY

DATE OCTOBER, 1959

SHEET 2 OF 10

T.E.D. DWG. NO. S29

Mr. Williams

RECEIVED

September 23, 1960

FINAL COST ANALYSIS

Rooster Rock-Multnomah Falls.
Contract No. 5183

Contractor: Rogers Construction Co.
Resident Engineer: Robert L. Ewen

Columbia River Highway
Prefix 26-1004-201(41)

1-42-2(5)

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	100%	All	38,460.00	27,572.56	27,572.56	38,460.00
Drainage Excav., Unclass.	76.81	Cu. Yd.	1.00	2.32	178.43	76.81
Sp. Borrow Excav., Unclass.	474,212.9	Cu. Yd.	0.45	0.47	223,484.87	213,395.81
General Excav., Unclass	310,453.5	Cu. Yd.	0.22	0.209	64,839.60	70,611.23
Short Overhaul	1,311,681.5	Yd. Sta.	0.005	0.0049	6,484.34	6,558.41
Long Overhaul	31,364.2	C-Yd. Sta.	0.30	0.296	9,302.96	9,409.24
Truck Haul on Sp. Borrow	822,732.6	Yd. Mi.	0.12	0.119	97,612.62	98,721.91
Finish R.B. and Slopes	6.63	Mile	400.00	379.23	2,514.31	2,652.00
12" Corr. Metal Pipe	32	Lin. Ft.	4.00	3.82	122.21	128.00
18" Corr. Metal Pipe	218	Lin. Ft.	4.50	4.50	981.55	981.00
24" Corr. Metal Pipe	58	Lin. Ft.	7.00	6.50	377.09	406.00
30" Corr. Metal Pipe	12	Lin. Ft.	9.00	8.79	105.47	108.00
36" Corr. Metal Pipe	30	Lin. Ft.	14.00	13.05	391.63	420.00
Class "A" Concrete	78.89	Cu. Yd.	70.00	57.44	4,531.24	5,522.30
Metal Reinforcement	12,062	Lb.	0.15	0.14	1,685.23	1,809.30
Salvaging Guard Rail	504	Lin. Ft.	1.00	0.89	449.53	504.00
Furnish Timber Piling	4,360	Lin. Ft.	0.60	0.57	2,484.00	2,616.00
Drive Timber Piling	94	Each	60.00	54.79	5,150.00	5,640.00
Lumber & Timber in Place	121.68	M/FBM	210.00	177.03	21,540.72	25,552.81
PA#1 Load and Haul Piling	100%	All	225.00	219.16	219.16	225.00
Force Account					11,479.23	15,019.44
					$481,507.41	$496,511.81

Gross Revenue	$ 496,511.81
Total Cost	481,507.41
Net Profit	$ 15,004.40

Net Profit equals 3.02% of Gross Revenue

DETAIL OF COST - Contract No. 5183

Labor:				
Labor			$ 177,145.60	
Labor Tax and Insurance			16,221.16	$ 193,366.76
Equipment Rental and Miscellaneous Expenses:				
Equipment Rental, Owned			172,958.10	
Equipment Rental, Hired			29,696.67	
Gas, Oil and Grease			24,708.30	
Bond and Insurance			6,059.19	
Freight and Express			92.96	
Transport			5,300.25	
Miscellaneous Expenses and Supplies			12,263.98	
Overhead and Office			19,336.66	270,416.11
Materials:				
12" Corr. Metal Pipe	32 Lin. Ft.	@ $2.38	76.16	
18" Corr. Metal Pipe	218 Lin. Ft.	@ $3.46	754.28	
24" Corr. Metal Pipe	58 Lin. Ft.	@ $5.12	296.96	
30" Corr. Metal Pipe	12 Lin. Ft.	@ $6.53	78.36	
36" Corr. Metal Pipe	30 Lin. Ft.	@ $10.72	321.60	
Concrete	78.89 Cu. Yd.	@ $18.65	1,471.30	
Metal Reinforcement	12,062 Lb.	@ $0.1275	1,537.90	
Timber Pile	4,360 Lin. Ft.	@ $0.52	2,267.20	
Lumber	121.68 M/FBM	@ $89.75	10,920.78	17,724.54
			TOTAL COST	$ 481,507.41

Remarks - Contract No. 5183

This was a Federal Aid Interstate Highway Project and was to be conducted in accordance with Federal regulations applying to that class of project, calling for construction of 6.63 miles of main highway roadbed and connections, involving approximately 284,500 cubic yards of general excavation and 532,200 cubic yards of special borrow excavation; construction of one temporary timber pile haul structure and two reinforced concrete box culvert extensions.

The west end of the project was at Station 907+00, which station is approximately 0.13 mile east of the Rooster Rock Interchange structure, and about 7.5 miles east of Troutdale. The east end of the project was at Station 1257+05.60, which station is approximately 0.3 mile east of Multnomah Falls. The overall length of the project was 6.63 miles.

The project was bid April 17, 1958, awarded May 8, 1958 and the contractor started working April 24, 1958. Good progress was made on clearing, general excavation, and temporary hauling structure. The special borrow was very wet and proved very costly due to the fact that they could not haul over the material. Hauling of borrow from a private source and Coopey quarry area assisted the contractor in completing the project. Project was completed December 9, 1959.

Equipment used on project was: four D-8's with dozers, two D-9's with dozers, one S-18 with scraper, two TS-24 scrapers, five TST-23 bottom dumps, six 17-yard Euclid trucks, Mod. 12 blade, B-12 dragline, rubber tired roller, tanden roller, compressor, water wagon, power saw, 2-1/2-yard shovel, ten 10-yard dump trucks, rented, 30-ton crane with pile driver and miscellaneous pickups and small tools.

The equipment was in good shape and supervision was excellent but adverse weather conditions resulted in only a slight profit.

M.N. Juve
Chief Cost Analyst

By

H.R. Sturgis

RECEIVED

FOR [illegible]

7-18-60

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

5123 Rooster Rock-Multnomah Falls

Section Sundial-Multnomah Falls Highway Columbia River

County Multnomah MP______ to MP______ Contractor Rogers Construction

Resident Engineer R. Ewen - C. Cornett Inspector__________

Date Completed July, 1960 Date Reported July 18, 1960

Type and Thickness of Wearing Surface 4" B A. C.____ Oil Mat__________ Seal.

N, S, (E,) W from MP or ~~Sta~~.23

Mile	Wheel Count	Outside Ln. Roughness		Inside Ln. Test Run On		
		Total	Per Mile	Top	Total ~~Base~~	per mi. Seal
1	750	89	89	x	89	89
2	1500	174	85	x	179	90
3	2250	256	82	x	273	94
4	3000	334	78	x	367	94
5	3750	410	76	x	451	84
6	4500	493	83	x	540	89

Average Roughness Per Mile Outside 82" Inside 90"

N, S, E, (W) from MP or ~~Sta~~.29

Mile	Wheel Count	Outside Ln. Roughness		Inside Ln. Test Run On		
		Total	Per Mile	Top	Total ~~Base~~	per mi. Seal
1	750	82	82	x	92	92
2	1500	169	87	x	179	87
3	2250	252	83	x	266	87
4	3000	343	91	x	349	83
5	3750	428	85	x	430	91
6	4500			x	513	83

Average Roughness Per Mile Outside 85.6" Inside 85.5"

Remarks: __________

To 75 - Good
75-100 - Fair
Over 100 - Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

NOTED

RECEIVED
MAR 2 1960
FOR FILING
[illegible]
5183

March 1, 1960

The Fidelity & Casualty Co. of N. Y.
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

State Highway contract #5183 for grading the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County was completed by the contractor, Rogers Const., Inc., on December 2, 1959, and was formally accepted by the Highway Commission on January 28, 1960.

Final payment in the amount of $12,990.41 will be released to the contractor on or after March 11, 1960. The total contract amount is $481,492.37, of which amount $15,019.44 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Fidelity & Casualty Co. of N.Y.
Pallett, Fisher & Carlo, Inc.,
US National Bank Bldg.,
Portland 4, Oregon

RECEIVED
JAN - 8 1960
FOR FILING
I-82-2(5)22

January 8, 1960

The Fidelity & Casualty Co. of N. Y.
160 Pine Street
San Francisco 11
California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction, Inc., on contract #5183 for grading the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County.

This payment, in the amount of $13,702.93, will be released to contractor on or after January 18, 1960. The retained percentage is $14,954.27.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Fidelity & Casualty Co. of N. Y.
Pallett, Fisher & Carlo, Inc.,
US National Bank Bldg.,
Portland 4, Oregon

Form E-1—(Rev.)-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report #87

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 26, 1959

Section Rooster Rock - Multnomah Falls

Kind of work Grading

Highway Columbia River County Multnomah

Section prefix 26-1004

Contractor Rogers Const. Co., Inc.

Contract number 5183

Date of contract May 12, 1958

Specified work days 160

Date work started April 24, 1958

Work days used 149

Project authorization $622,510.88

Exclusive of engineering $578,243.44

Per cent of time elapsed 93 %

Estimated cost of completed project, exclusive of engineering $507,996.48

Estimated per cen~~[illegible]~~ underrun 12.15 %

Per cent of contract completed, based on estimated cost 98.61* %

Engineering authorization $44,267.44

Engineering cost to date $45,576.36, 103.0 %

Date project was completed Dec. 9, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100			

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

* Flagging bills from Railroad not received, Topsoil, seeding & mulching bills not received.

Semi-final estimate was completed and submitted to Division Office on Thursday, Cecember 24.

This will be the last weekly report submitted on this project.

CONSTRUCTION DIVISION
RECEIVED
DEC 28 1959
NOTED-- ☑ CE ☑ ☐ ACE ☐ ☐ COE

Noted
M. N. Juve

NOTED
C. [illegible]

Signed Clay M. Cornett
C. M. Cornett, Res. Eng'r.

Address PO Box 625, Troutdale, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.63				
Miles partially completed					
Miles completed	6.63				
Total estimated quantities (contract)	816,000				
Total quantities corrected to date	795,174				
Estimated quantities moved or placed to date	795,174				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					
Men					
Supervision					
Men and trucks under 3 tons					
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Clear		
Tuesday	Cloudy		
Wednesday	Rain		
Thursday	Rain		
Friday			Holiday
Saturday			

RECEIVED
DEC 17 1959
FOR FILING

I-82-2(5)22

5183

December 14, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 2, 1959, on Contract No. 5183, Rooster Rock-Multnomah Falls Section, in Multnomah County, in connection with Federal Aid Project No. I-80N-2(5)22.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
DEC 15 1959
FOR FILING

I 82-2(5)

5183

December 14, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 2, 1959, on Contract No. 5183, Rooster Rock-Multnomah Falls Section, in Multnomah County, in connection with Federal Aid Project No. I-80N-2(7)15.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

cc: Clarence G. Swenson

DBP:sm

RECEIVED
[illegible] 59
FOR [illegible]
I-80-2(5)22

5183

When replying, refer to
08-35.2

408 State Highway Bldg.
Salem, Oregon

November 13, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: D. B. Parkes, Office Engineer

I-80N-2(7)15
Re: Oregon Projects I-80N-2(5)22

Dear Sir:

The approved plan for the Dalton Point Access indicates the road connecting to Dalton Point will be improved to a 24' width for approximately 300 feet beyond the nose point of the small triangular island.

The Price Agreement for the Dalton Point work does not indicate how far you intend to extend the pavement. The use of Interstate funds will be limited to a point where the 100 foot radius becomes tangent to the access roadway. This will be approximately 50' beyond the triangular island nose or about 175' from the center line of the through roadway. Any improvement beyond that point will have to utilize other than Federal Aid Interstate funds.

We are approving the attached Extra Work Order on Project I-80N-2(5)22, Contract No. 5183, and the attached Prive Agreement on Project I-80N-2(7)15, Contract No. 5334, subject to the above stated limitation on participation of Federal Aid funds.

Very truly yours,

C. G. Polk
Division Engineer

Encls.

A

RECEIVED
NOV -5 1959
FOR FILING

[illegible]

[illegible]

November 5, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering clearing, grading and culvert pipe on the Dalton Access Lines on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County, Contract No. 5183, in connection with Federal Aid Project No. I-80N-2(5)22.

This order covers the clearing, grubbing, grading and culvert pipe for the Dalton Point access road. The surfacing, paving and guard rail will be done under Price Agreement No. 10 on the Sundial-Multnomah Falls Paving Project.

This has been verbally approved by BPR. The grading contractor has nearly completed his contract work and has started work under this order to complete it while his equipment is still available.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

RECEIVED
IDAHO MONTANA OREGON WASHINGTON
NOV 10 1959
FOR FILING
I 82-2(5)22
15183

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.2-DA

408 State Highway Building
Salem, Oregon

November 2, 1959

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-2(5)22
Rooster Rock-Multnomah Falls Section
Dalton Point Access

Dear Sir:

Your letter of April 1, 1959 requested our approval of Westbound off and on ramps at a point just easterly from Bridal Veil at approximately Station 1129. This request was submitted to the Federal Highway Administrator for his approval in accordance with instructions set forth in circular memorandum dated April 11, 1958, covering control of access on plans for Interstate system projects.

We have just received a memorandum from our Washington office approving the access points at "Dalton Point".

The standard interchange layout sheet depicting this access point is approved as of this date.

The approval of access to the Dalton Point area is not to be considered a commitment or establishing a precedent for the approving of access to the other recreational areas shown on your straight line map of I-80N submitted with your letter of August 14. Any additional point of access to recreational areas must be considered individually on its merits.

WCW
Edw

Very truly yours,

Polk

C. G. Polk
Division Engineer

RECEIVED
NOV - 3 1959
OFFICE OF
STATE HIGHWAY ENGINEER

A

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FOR FILING

[illegible]

5183

November 2, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering the construction of a manhole and installing 8-inch concrete sewer pipe on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County, Contract No. 5183, in connection with Federal Aid Project No. I-80N-2(5)22.

This work is necessary to carry sewage outfall from the new construction. Sewage from the Bridal Veil Depot originally flowed through an 18 inch pipe at Station 1056+75. This pipe was covered with sand and river silt when the survey was made and during construction. It is now under a heavy fill and covered further by the widening of the roadway. To excavate the fill and uncover the pipe would cost an estimated $1,500.00

At the time of the original surfacing on this section, an 8" concrete pipe was laid from approximate Station 1052 to Bridal Veil Creek to handle sewage from the Bridal Veil lumber mill. It is proposed to extend this pipe northerly to pick up the depot sewage. Copies of a sketch showing the work to be done and profiles of the area are attached.

This work has been verbally approved by the BPR Area Engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:jb
Enc.

RECEIVED
MAY 5 - 1959

FOR FILING

I 822 3)22

113

May 5, 1959

Mr. William Westerholm
Executive Secretary
Columbia River Fishermen's Protective Union
322 - 10th Street
Astoria, Oregon

Dear Sir:

Considerable study has been given to the matter of access to the river in the Bridal Veil area both prior to and since your letter to Mr. A. E. Johnson, Assistant Division Engineer of our Portland division.

This highway is, of course, an interstate highway and all details of design must be approved by the Bureau of Public Roads. We have recently been able to examine this site with them in the field and have prepared a design for an off- and on-ramp which would permit service to Dalton Point. The plan provides service from the westbound lanes, and it will be necessary to utilize the Multnomah Falls Interchange (two miles easterly) and the Rooster Rock Interchange (four miles westerly) in order to reverse direction. It is our belief that the slight added travel distance will not be bothersome and will be greatly outweighed by the benefits of the direct access to the river.

This plan is being recommended to the Bureau of Public Roads for construction. They have indicated that they will submit it to their Washington office for a ruling as to whether it may or may not be constructed. It is our hope that the decision will be favorable.

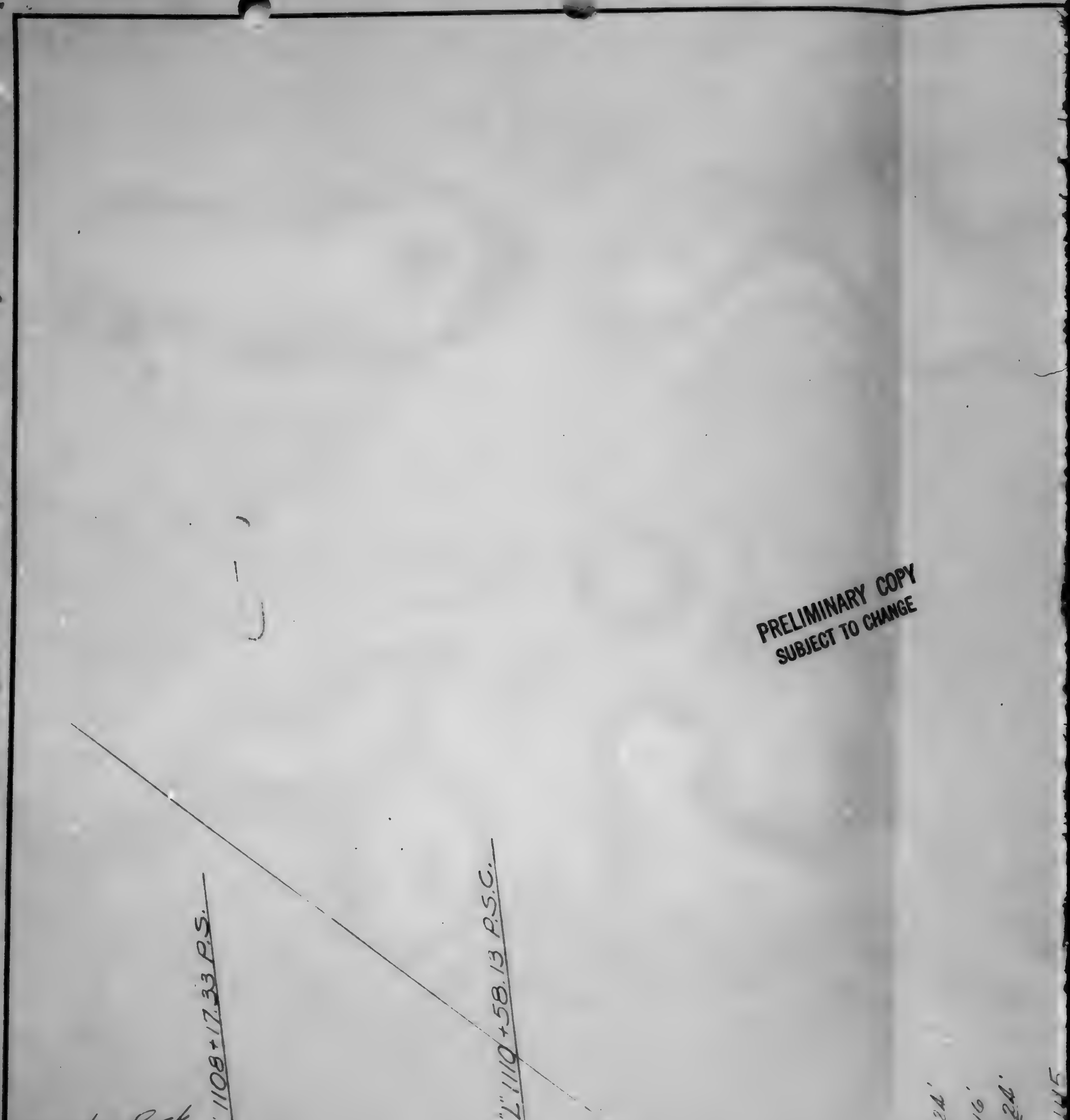
Very truly yours,

W. C. Silliams
State Highway Engineer

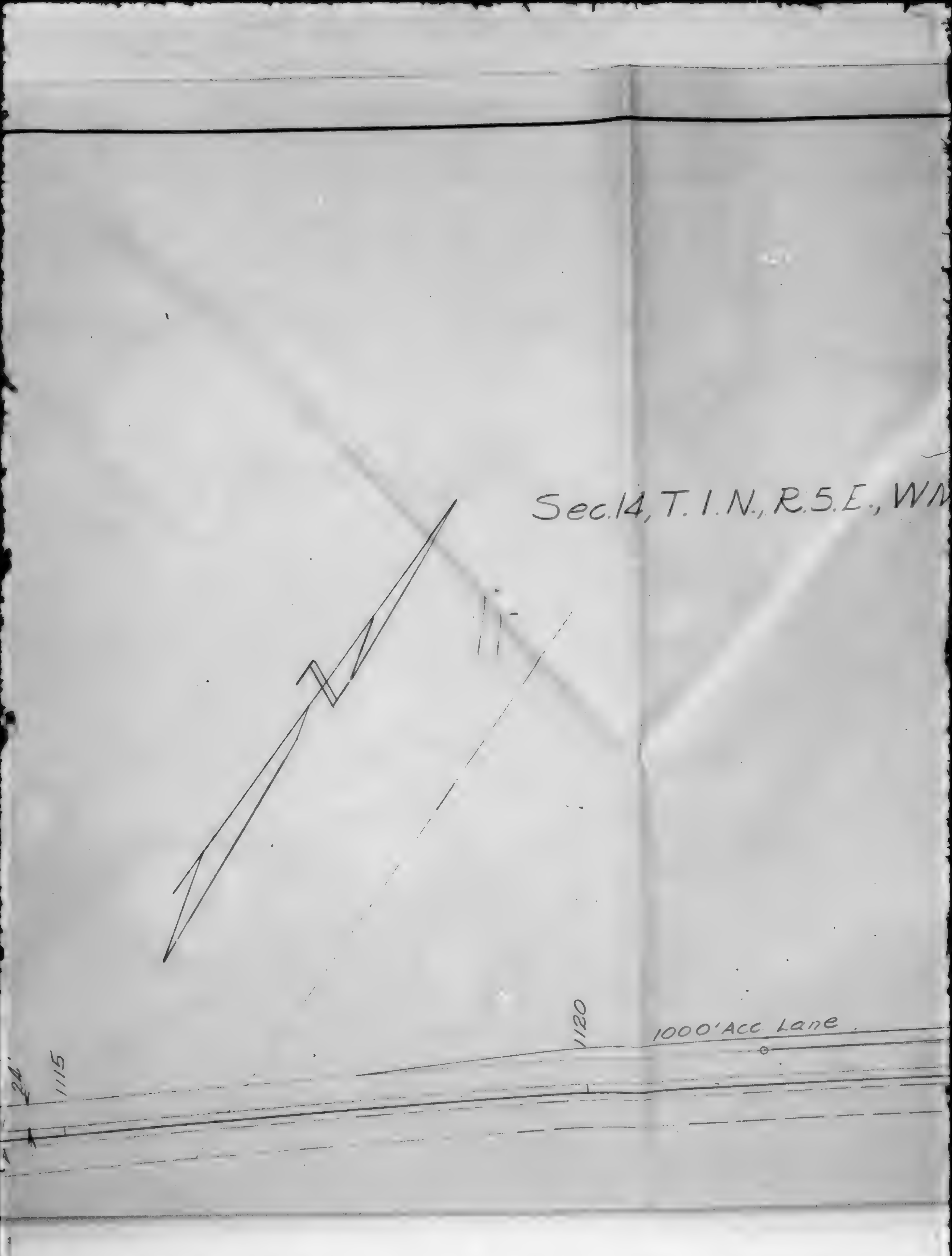
Enclosure

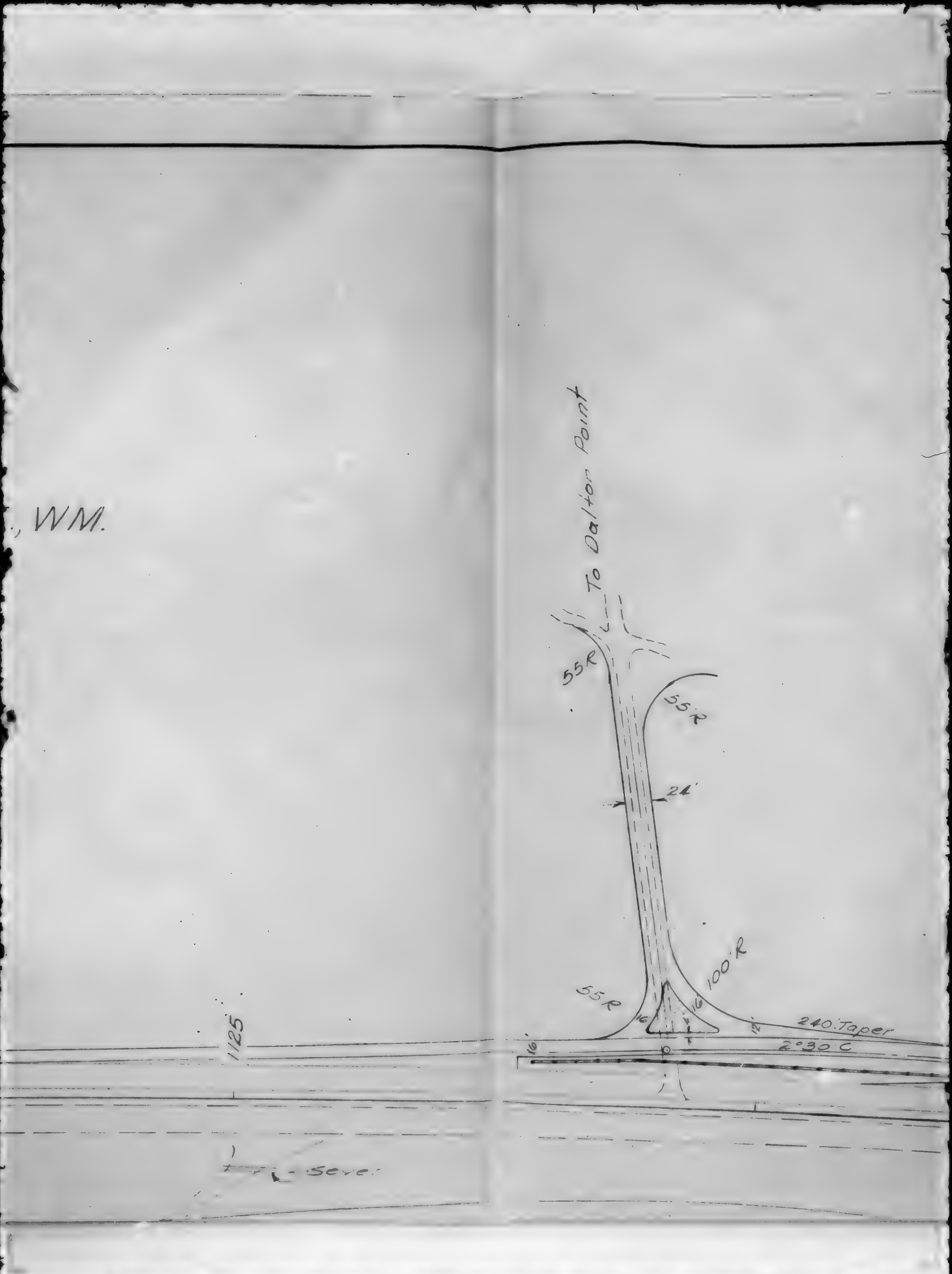
cc to: Mr. Forrest Cooper
Mr. Tom Edwards

TE:jw:ae



PRELIMINARY COPY
SUBJECT TO CHANGE


Sec.14, T. 1 N., R. 5 E., WM
1000' Acc. Lane



, WM.
To Dalton Point
55'R
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16
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ROOSTER ROCK-MUL'T. FALLS COLUMBIA RIVER HIGHWAY MULTNOMAH COUNTY					SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR		TOTAL SHEETS
8	OREGON				

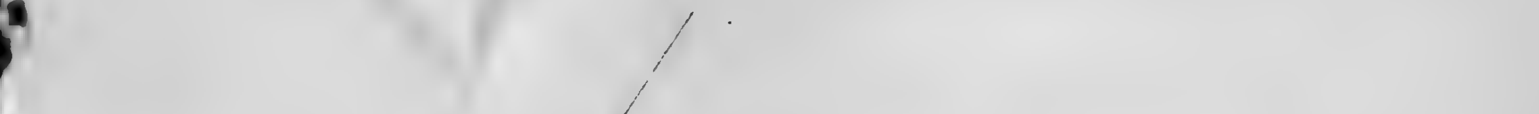
Standard Interchange Layout Sheet

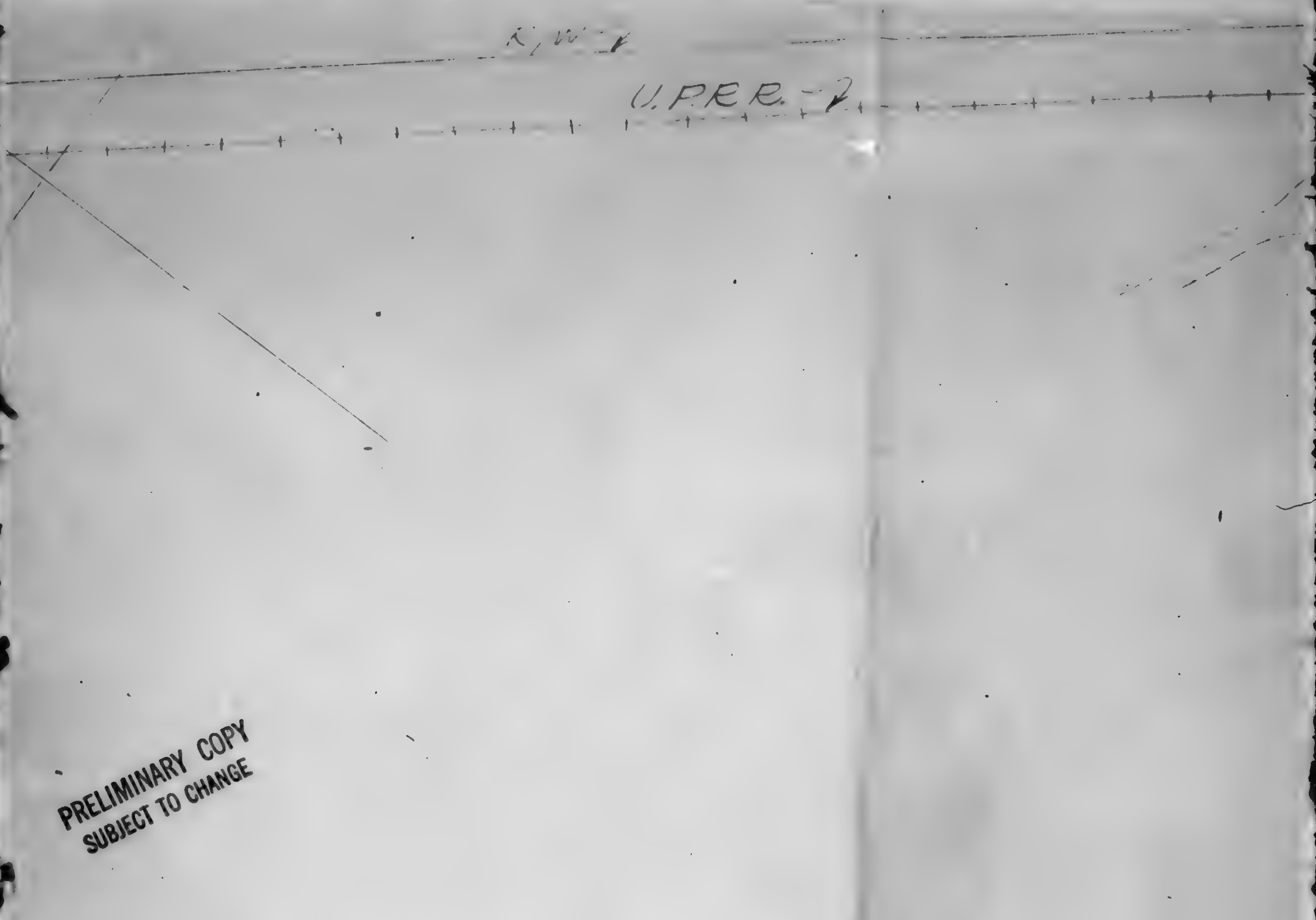
PRELIMINARY COPY
SUBJECT TO CHANGE

ROOSTER ROCK-MUL'T. FALLS COLUMBIA RIVER HIGHWAY MULTNOMAH COUNTY				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			

Standard Interchange Layout Sheet

PRELIMINARY COPY
SUBJECT TO CHANGE





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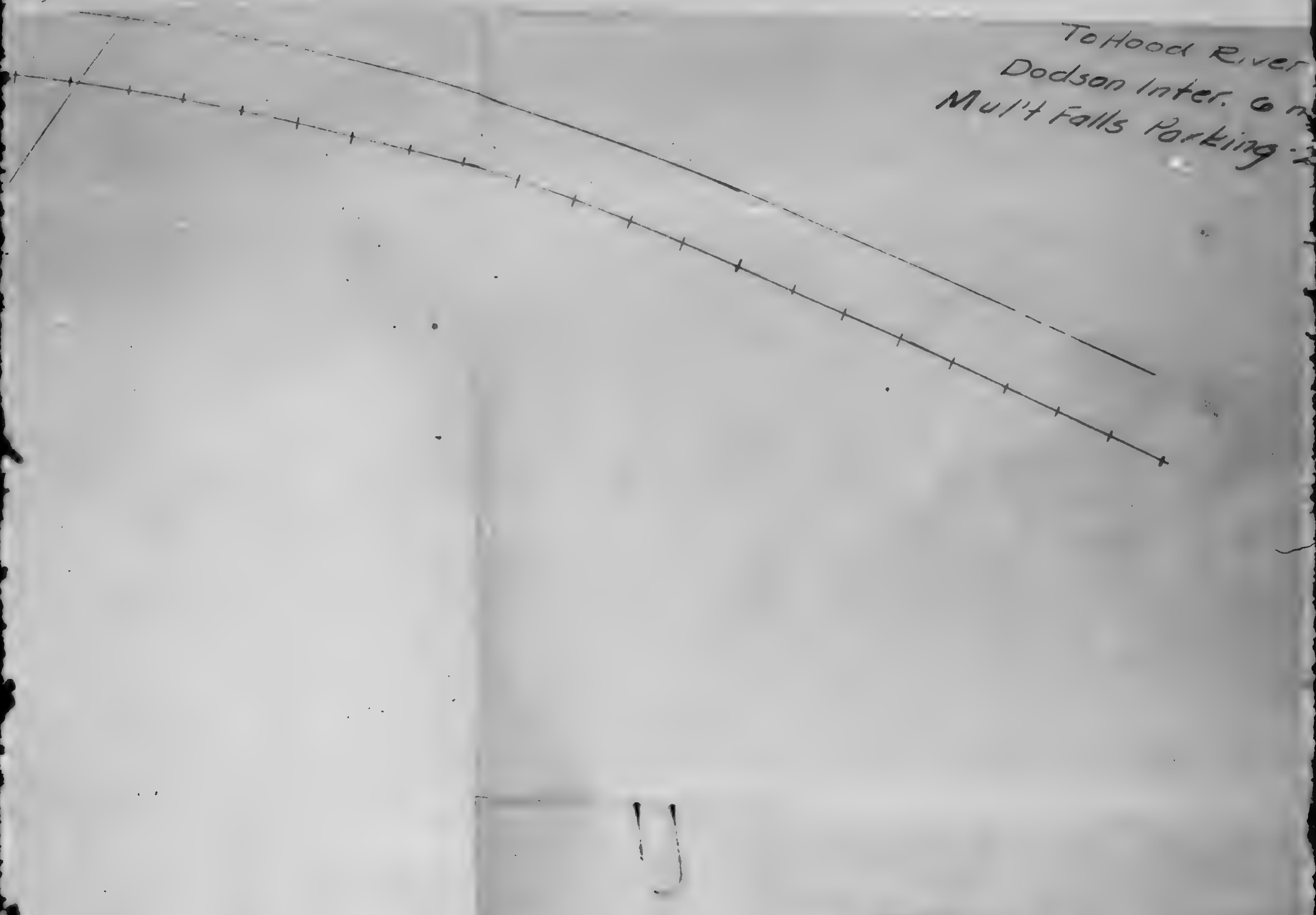
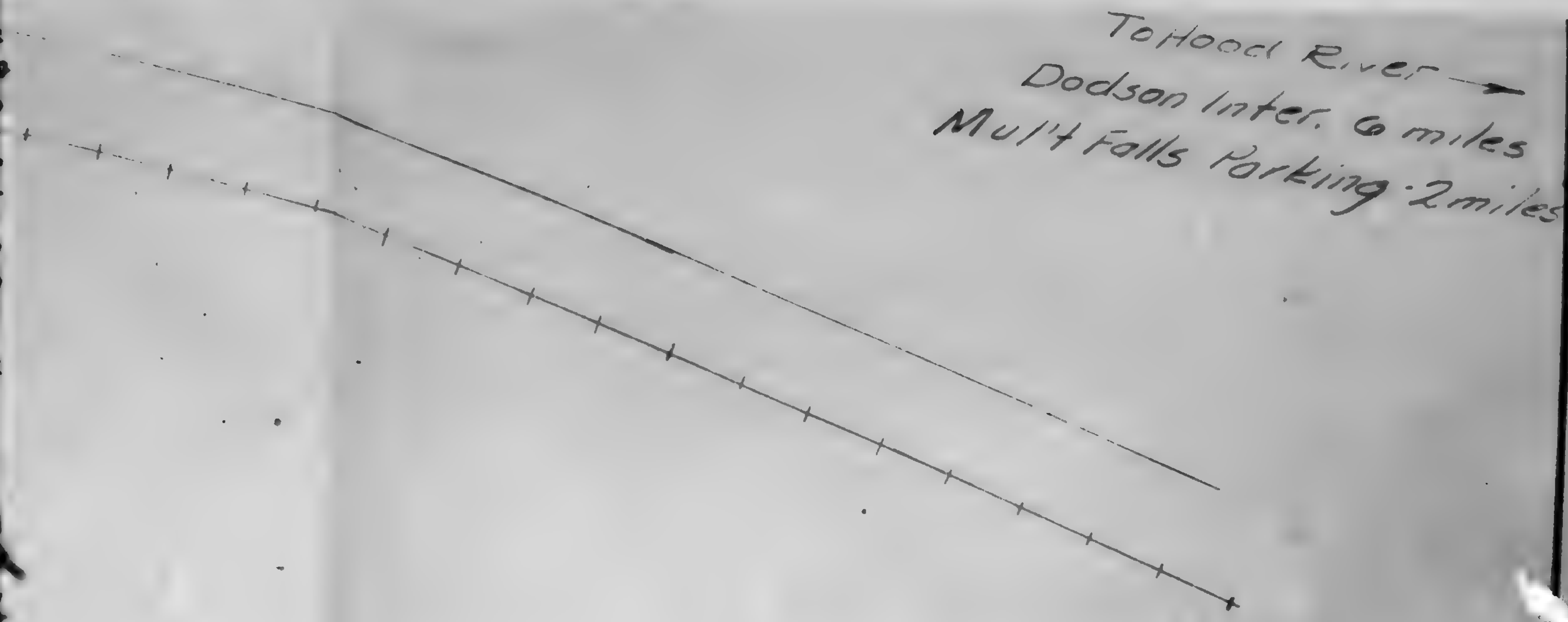


PRELIMINARY COPY
SUBJECT TO CHANGE

DALTON POINT JUNCTIO
COLUMBIA RIVER HWY MILE POST



PRELIMINARY COPY
SUBJECT TO CHANGE

DALTON POINT JUNCTION
COLUMBIA RIVER HWY MILE POST

FORM E30—50M—8-56—86654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 17th, 1959

Rooster Rock-Multnomah Falls
SUBJECT: Columbia River Highway

To: Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Enclosed herewith is a letter from Mr. Wm. Westerholm, Executive Secretary of the Columbia River Fishermen's Protective Union, requesting an access road to Dalton Point for the convenience of fishermen.

At the present time there is a roadway that crosses the Columbia River Highway at Station 1129, and the northern terminus of this road is known as Dalton Point. This road is indicated on the grading plans for the above subject project. The fishing dock referred to by Mr. Westerholm consists of a floating barge dock, apparently tied to piling in the vicinity.

Approximately two weeks ago Mr. Westerholm called and inquired as to the status of the road leading to Dalton Point, and I advised him that under our construction program, this road would be closed, and no access would be allowed at this point. I advised Mr. Westerholm that a boat ramp was being constructed at Corbett Station, and access to the floating dock at Dalton Point would be available by boat from Corbett.

The above mentioned road is approximately 7000 feet east of the Bridal Veil structure. Since the information given to Mr. Westerholm has apparently led to this request for some sort of access road, and which subject would be beyond the control of this office, this request is submitted to you for further handling.

A E Johnson

A. E. JOHNSON
Assistant Division Engineer

AEJ:w
Encl.

CONSTRUCTION DIVISION
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APR 20 1959
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

ORGANIZED - 1884

Columbia River Fishermen's Protective Union

FAIRFAX 5-2702

322 10TH STREET
ASTORIA, OREGON

R. G. BRISTOW, President
HELMER LINDSTROM, Vice President
ALBERT KERANEN, Treasurer
WM. WESTERHOLM, Executive Secretary

April 6, 1959

State of Oregon
Highway Department
9200 S. W. McLoughlin Blvd.
Portland, Oregon

Attention: Mr. Johnson, Division Engineer

Gentlemen:

It has been brought to our attention that in the Bridal Veil area, a new highway is to be built, and all roads, and access roads to the new highway are to be discontinued.

Would it be possible to get a road along the new highway up to Dalton Point as there is a fish dock there that is used by a number of commercial fishermen, owned by Ray Holtgrieve.

We feel this road is a necessity as there is no other access to the river in that area.

Yours very truly,

COLUMBIA RIVER FISHERMEN'S
PROTECTIVE UNION

Wm Westerholm

Wm. Westerholm
Executive Secretary

WW/lb

RECEIVED

"MAXIMUM-HARVEST-CONSISTENT-WITH-SUSTAINED-YIELD"

RECEIVED
[illegible] 1960
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

PLEASE RETURN TO
FORREST COOPER

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to:
08-35.4

I82-2(5)22

5183

April 14, 1959

1223

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: I-8$\overset{2}{0}$N-2(5)22, Rooster Rock-
Multnomah Falls Section

Dear Sir:

Your letter of April 1, 1959 requested our consideration of the installation of a westbound off-and-on ramp at Station 1129 to serve a boat landing area on the Columbia River.

Engineers from this office have subsequently inspected this site and have determined that a westbound off-and-on ramp would cause anyone using this area considerable indirection of travel in order to return to his place of origin. A person living in Copey Falls would be required to travel east to Dodson Interchange before he would be able to turn around and return to the boat landing. When he wished to return home, he would be required to travel west to Rooster Rock Park Interchange before he could turn around and return. If it is possible to establish a boat landing for commercial fishermen in the Rooster Rock Park area or in the vicinity of Dodson Interchange, the distance the fishermen would be required to travel would be greatly reduced.

Based on these data, we still are reluctant to approve your request for the westbound off-and-on ramps at Station 1129 of I-80N.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

[illegible] Polk review
request with
reasons to
Lets try
get something &
better than
definite maybe

RECEIVED
APR 15 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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JAN 2[illegible] 1959
FOR FILING
I-82-2(5)22
5183

OREGON STATE HI[illegible] DEPARTMENT

[illegible]

[illegible] Section

On January [illegible], 1959, a meeting was held between the following people in connection with [illegible] of subject section in accordance with the special [illegible]

Mr. Ray Rogers
Mr. [illegible]
Mr. [illegible]
Mr. [illegible]
Mr. [illegible]
Mr. Fred [illegible]

For the past several [illegible] Rogers has been using a private [illegible] to supply the special borrow material for fill construction necessary. Resident engineer [illegible] that some 80,000 yards has been placed from this private source to date. The contract special provisions require that approximately [illegible] cubic yards of special borrow material be obtained from the Stebec Quarry in such a manner as to permit future access and use of an underlying rock quarry. It is felt that the continued use of the private borrow source may greatly reduce the chances of exposing the quarry source at the Stebec location. We have, therefore, instructed the contractor to discontinue use of the private source effective February 1 and at that time to move into the Stebec Quarry area and start his borrow operations from this source.

Several months have gone by on this project during which time the Rogers Construction Company has made only a small effort to develop the Stebec source. It has still not been properly opened up or had adequate haul roads constructed. However, the structure across the old highway, the railroad tracks and the existing Columbia River Highway is and has been completed for a long time. The Stebec area is, without doubt, a more difficult area from which to get special borrow material than Rogers' private source. He very possibly will be required to shut down during periods of rain and snow and his operation will consequently be hampered and slowed down. However, the area was set up as a required

Copy to Cooper

NOTED
FORREST COOPER

NOTED
C. A. PEASE

[illegible]

January 27, 1959

[illegible] and R[illegible] [illegible] of the fact that sp[illegible] was [illegible].

[illegible] operations in [illegible] area. Nevertheless, [illegible] of the contract [illegible].

[illegible]
[illegible]
[illegible] State [illegible]

[illegible]

[illegible]

RECEIVED
JAN 28 1959
OFFICE OF
STATE HIGHWAY ENGINEER

Contract 5183

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NOV 13 1958
FOR FILING

Monthly transaction No.
11-91

Project Report No.
I-82-2(5)22

5182

For 2
(9-1 .1)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

COPY SENT
NOV 1 7

FEDERAL-AID PROJECT AGREEMENT

ce	**Oregon**
County	**Multnomah**
Project No.	**I-80N-2(5)22**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Approximately 0.5 mile east of I-248(16), (New I-82-2(2)15, east 6.6 miles (Rooster Rock-Multnomah Falls Section) on U.S. 30**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	6-5-57	------
Rights-of-Way		
Construction	4-2-58	6.6
Other *(Specify)*		

FUNDS

Estimated total cost of project $ 613,992.00	Federal funds $ 567,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Forrest Cooper
~~Deputy~~ **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **November 17, 1958**

USComm-DC 40257

November 10, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Rooster Rock-Multnomah Falls Section, Project No. I-80N-2(5)22.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:mfh

October 30, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Rooster Rock-Multnomah Falls Section, Project No. I-80N-2(5)22.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:mfh

Oregon State Highway Department

Federal Aid
Project No. I-80N-2(5)22
Old I-82-2(5) 22

ROOSTER ROCK-MULTNOMAH FALLS SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 29, 1958

Type Code P. E.

Preliminary Engineering	All	Required		$ 12,000.00

Type Code 0010
Roadway (Sta. 907+00 to Sta. 1257+05.60)
(Contract No. 5143)

Clearing and Grubbing	All	Required	$	$ 38,460.00
Drainage Excavation, Unclassified	200	cu. yds.	1.00	200.00
Special Borrow Excavation, Unclassified	532,200	cu. yds.	0.45	239,490.00
General Excavation, Unclassified	284,500	cu. yds.	0.22	62,590.00
Short Overhaul	1,146,000	yd. sta.	0.005	5,730.00
Long Overhaul	24,300	C-yd. sta.	0.30	7,290.00
Trunk Haul on Special Borrow	912,000	yd. mile	0.12	109,440.00
Finishing Roadbed and Slopes	6.63	miles	400.00	2,652.00
12-Inch Corrugated Metal Pipe	24	lin. ft.	4.00	96.00
18-Inch Corrugated Metal Pipe	310	lin. ft.	4.50	1,395.00
24-Inch Corrugated Metal Pipe	70	lin. ft.	7.00	490.00
30-Inch Corrugated Metal Pipe	14	lin. ft.	9.00	126.00
36-Inch Corrugated Metal Pipe	26	lin. ft.	14.00	364.00
Class "A" Concrete	90	cu. yds.	70.00	6,300.00
Metal Reinforcement	11,600	lbs.	0.15	1,740.00
Salvaging Guard Rail	250	lin. ft.	1.00	250.00
Haul Road Structure				
Furnishing Timber Piling	3,600	lin. ft.	0.60	2,160.00
Drive Timber Piles	72	only	60.00	4,320.00
Lumber and Timber in Place	125	M-fbm	210.00	26,250.00
				$509,343.00
Protect Telephone Cable by Pacific Telephone and Telegraph Company	All	Required		203.00
Borrow Area (Title No. 27710)	All	Required		3,800.00
Adjust Telegraph Lines by U.P.R.R. Company	All	Required		2,600.00
Adjust Power Line by City Light of Cascade Locks	All	Required		319.00
Flagging(57½% of Contractors Cost)	All	Required		10,000.00
Seeding and Mulching	All	Required		21,000.00
		Subtotal		$547,265.00

Subtotal	$547,265.00
10% Engr. & Cont.	54,726.50
Total	$601,991.50

Length of Roadway	6.630 Miles
Length of 1 Structure	0.000 Miles (Exception)
Total Length	6.630 Miles
Cost of Roadway Per Mile	$90,798.11

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 12,000.00	$ 11,000.00	$ 1,000.00
Roadway	601,991.50	556,000.00	45,991.50
	$613,991.50	$567,000.00	$46,991.50

State Funds for Const.: Chapter 175, Laws 1917; Chapter 31, Laws 1920;
Chapter 529, Laws 1939.

State Funds for Maint.: Chapter 529, Laws 1939

ROOSTER ROCK-MULTNOMAH FALLS SECTION

PROJECT NO. I-80N-2(5)22

(Estimate of cost of work to be done by the Pacific Telephone and Telegraph Company)

Materials	$ 21.00
Labor	110.00
Overhead, etc.	51.00
Equipment	21.00
	$203.00

(Estimate of cost of work to be done by the City Light of Cascade Locks)

Materials		$126.76
Labor		200.97
Less Salvage		- 8.28 Cr.
		$319.45
	Use	$319.00

(Estimate of cost of work to be done by U.P.R.R. Company)

Labor and Materials for work on communication and signal lines		$2,120.00
Labor and materials to install and remove track guard rail		880.00
Salvage Credit		-380.00 Cr.
		$2,620.00
	Use	$2,600.00

Oregon State Highway Department

Federal Project
No. I-82-2(5) 22

ROOSTER ROCK-MULTNOMAH FALLS SECTION OF THE COLUMBIA RIVER HIGHWAY IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon April 1, 1958

Type Code P.E.
Preliminary Engineering

Preliminary Engineering	All	Required		$ 20,000.00

Type Code 0010
Roadway (Sta. 907+00 to Sta. 1257+05.60)

Clearing and Grubbing	All	Required		55,000.00
Drainage Excavation, Unclassified	200	cu. yds.	$ 3.00	600.00
Special Borrow Excavation, Unclassified	532,200	cu. yds.	.50	266,100.00
General Excavation, Unclassified	284,500	cu. yds.	.30	85,350.00
Short Overhaul	1,146,000	yd. stas.	.01	11,460.00
Long Overhaul	24,300	C-yd. stas.	.35	8,505.00
Truck Haul on Special Borrow	912,000	yd. mi.	.14	127,680.00
Finishing Roadbed and Slopes	6.63	miles	1,000.00	6,630.00
12-inch Corrugated Metal Pipe	24	lin. ft.	3.75	90.00
18-inch Corrugated Metal Pipe	310	lin. ft.	5.00	1,550.00
24-inch Corrugated Metal Pipe	70	lin. ft.	7.50	525.00
30-inch Corrugated Metal Pipe	14	lin. ft.	10.00	140.00
36-inch Corrugated Metal Pipe	26	lin. ft.	14.00	364.00
Class "A" Concrete	90	cu. yds.	55.00	4,950.00
Metal Reinforcement	11,600	lbs.	.14	1,624.00
Salvaging Guard Rail	250	lin. ft.	1.50	375.00
Haul Road Structure				
Furnishing Timber Piling	3,600	lin. ft.	.75	2,700.00
Drive Timber Piles	72	only	60.00	4,320.00
Lumber and Timber in Place	125	M-fbm	250.00	31,250.00
				$609,213.00
Borrow Area (File No. 27710)	All	Required		3,800.00
Adjust Telegraph Lines by U.P.R.R.Co.	All	Required		3,500.00
Adjust Power Line by City of Cascade Locks	All	Required		7,000.00
Seeding and Mulching (State Force)	All	Required		4,000.00
Flagging (57½% of Contractors Costs)	All	Required		10,000.00
	Subtotal			$637,513.00
	10% Engr. & Cont.			63,751.30
	Total			$701,264.30

Length of Roadway.	6.630 miles
Length of 1 Structure.	0.000 miles (exception)
Total Length	6.630 miles
Cost of Roadway per mile	$105,771.32

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 20,000.00	$ 18,000.00	$ 2,000.00
Roadway	701,264.30	647,800.00	53,464.30
	$ 721,264.30	$665,800.00	$ 55,464.30

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SEP 19 1958
FOR FILING

September 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224, 238 covering seeding and mulching on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County, Contract No. 5183, in connection with Federal Aid Project No. I-82-2(5)44.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews. The amount is too small to be done economically by separate contract.

Your approval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $2,700 with Federal participation of $2,430.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Encl.

FORM E-30X—50M—6-58—13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 2, 1958
Salem Office

SUBJECT: File No. 28828
Rooster Rock-Mult. Falls Sec.
Columbia River Highway
Mult. Co.

5183 To: Mr. Earl F. Saling
Right of Way Office Manager
Office

Herewith I hand you executed copy and several multilithed copies of easement by Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company covering a temporary overcrossing for a haul road on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County. Distribution of copies has been made as indicated below.

As soon as you have processed the instrument for your records, please refer it to Mr. H. B. Glaisyer for permanent filing.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. H. B. Glaisyer
Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. P. M. Stephenson
Mr. Tom Edwards (2)
Mr. A. G. Skelton (2)
Mr. F. B. Crandall

Sent to Files
RR 493

RECEIVED
JUL 17 1958
FOR FILING

I-82-2(5)22
5183

When replying, refer to:
08-35.4

408 State Highway Bldg.
Salem, Oregon

July 17, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-82-2(5)22
Rooster Rock-Multnomah Falls
Section of the Columbia
River Highway

Dear Sir:

We have today approved the agreement, as evidenced by the exchange of letters between the State and Cascade Locks City Light, covering raising their power line over the haul structure on the above project.

Authorization is hereby granted to proceed as of July 7, 1958, with the necessary adjustments. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

By:
T. Dec
Acting Division Engineer

[illegible]

Orig to SHP

RECEIVED
JUL 13 1958
FOR FILING

I-82-2(5)22

5183

July 14, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No.1 covering the State's share of flagging costs on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County, Contract No. 5183, in connection with Federal Aid Project No. I-82-2(5)22.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

RECEIVED
FOR FILING

I 82 [illegible] 08-35.4

July 10, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-82-2(5)22
Rooster Rock-Multnomah Falls Section
Protection of Telephone Cable

Dear Sir:

We are approving the agreement attached to your letter dated July 2, 1958, subject to the provisions of PPM 30-4. It is noted that the estimate submitted at the P. S. and E. stage does not contain an item for this particular work. You are authorized to proceed with the work as of July 2, 1958.

It should be included in the estimate submitted at the project agreement stage if Federal participation in the cost of performing the work is desired.

Very truly yours,

C. G. Polk
Division Engineer

NOTED

Orig to SH/P

RECEIVED
JUL 7 - 1958
FOR FILING

July 3, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 245 covering raising the Cascade Locks power line over haul structure on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County, Contract No. 5143, in connection with Federal Aid Project No. I-[illegible]-2(5)22.

This work is necessary to give clearance for hauling vehicles. The obligation of the State to reimburse the City Light Co. is established by the letter of Assistant Counsel, dated June 23, 1958, copies of which are attached. Included also are copies of the City's estimate and sketches of the proposed work.

Your approval of this order and authority to proceed with the work under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:or

Encl.

RECEIVED

FOR FILING

July 2, 1958

Mr. C. W. Volk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 204 covering protecting buried telephone cable on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County, Contract No. 5183, in connection with Federal Aid Project No. I-82-2(5)22.

It is necessary to protect a telephone cable of the Pacific Telephone and Telegraph Company, which crosses the haul road. The obligation of the State to reimburse the company is established by the letter of the Assistant Counsel, copies of which are enclosed. Copies of the company's estimate and sketches showing location of the cable are also attached. The work will be done by the company.

Your approval of this order and authority to proceed with the work under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ew

Encls.

RECEIVED

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

T 12-2(5)22

CERTIFIED MAIL June 27, 1958

5113

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland, Oregon

Dear Mr. Baker:

Herewith I hand you original and counterpart copy of construction and easement agreement covering temporary overcrossing for a haul road on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County.

When the Highway Commission's executed copy is returned, we would appreciate receiving ten additional prints of Exhibit "A" attached to the instrument.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper
Mr. G. S. Paxson ✓
Mr. F. M. Stephenson
Mr. Tom Edwards
Mr. A. G. Skelton

NOTED

RECEIVED
JUN 30 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 12,500 4-

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Mr Cooper

5183

June 25, 1958

Cascade Locks City Light
Municipal Building
Cascade Locks, Oregon

Re: Cascade Locks City Light
Power Line Adjustment
Rooster Rock-Multnomah Falls Section
Columbia River Highway
Multnomah County

Gentlemen:

On April 9 I wrote to you regarding the moving of certain of your facilities on the above titled project.

It now appears that in addition thereto it will be necessary to raise your line to provide vertical clearance over a temporary haul road structure near Station 1170. Your existing facility is on railroad property so that it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment under Federal regulations.

I am advised that you have submitted an estimate for the cost of doing the work and as soon as this estimate is approved by the Bureau of Public Roads, you will be notified thereof and authorized to proceed with the work.

Your final billing should be sent to Mr. R. T. Ewen, Box 1991, Troutdale, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. A. G. Skelton
Mr. R. T. Ewen

RECEIVED
JUN 25 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN [illegible] 1958
FOR FILING
1-22-2(F)
22
51X3

Salem, Oregon
June 23, 1958

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached for further handling are two copies of an agreement with the Oregon-Washington Railroad Company relative to a temporary overcrossing on the Rooster Rock-Multnomah Falls section of the Columbia River Highway in Multnomah County. These copies have been executed by the State Highway Commission and are now ready for the signatures of the officials of the Railroad Company.

When fully executed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 2

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

June 18, 1958
Salem Office

SUBJECT:

To: Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Herewith I hand you for execution by the State Highway Commission original and counterpart copy of agreement with Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, relative to temorary overcrossing on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County.

These are accompanied by letter from G. H. Baker, Superintendent, and attention is called to the dates which should be filled in in the instrument.

In view of the fact that the overcrossing is to be purely temorary, I do not think that the instrument need be acknowledged by the Highway Commission.

After execution, please return both copies to me for further handling.

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Ivan D. Merchant
Mr. A. G. Skelton
Mr. L. I. Lindas

AUTHORIZED BY HIGHWAY COMMISSION
DATE Contract 5183 for Constn awarded to Rogers Constrn Co
Lloyd Query
Ass't. Secretary
May 8, 1958

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

JUNE 16, 1958

(File Ref. D 323 - 4 - 67)

REFERRED
TO Holland
FOR Review.
G. E. ROHDE

Mr. Ivan D. Merchant,
Bridge Engineer,
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Temporary Overcrossing, Rooster Rock -
Multnomah Falls Section, Columbia River Highway

Attached for your consideration are signatory copies of draft of an agreement covering the construction, use, maintenance and removal of a temporary haul road at Railroad Mile Post 28.37, for use in connection with operations in Stebco Quarry.

Please review the document and if satisfactory arrange for execution on behalf of the State Highway Commission, being sure to fill in the date of execution in first line on page 1. In Section 6, page 8, the effective date of the agreement should be filled in, which, it is suggested, should be the date of execution shown on page 1. The term of the agreement has been made for 5 years unless sooner terminated as provided in Section 6. The time desired for removal of the structure after termination of the agreement should be inserted in paragraph (d) of Section 6; it is thought that this time should not exceed 6 months.

After execution by the Highway Commission, please return both counterparts to me for further handling with my principals. When the agreement has been completed, one fully-executed counterpart will be returned to you for your records.

Yours very truly,

G H Baker
G. H. Baker,
Superintendent

encs.

FORM E 123X 12,500 4-58

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

1-22-2(5)22

5183

June 20, 1958

Pacific Telephone and Telegraph Company
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone & Telegraph Co.
Telephone Cable Protection
Rooster Rock-Multnomah Falls Section
Columbia River Highway
Multnomah County

Gentlemen:

Bids on the above titled project were received on April 17, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

The work to be done involves protection to prevent damage to a cable while the haul road to Stebco Quarry is in use. The haul road connects with the new highway near Station 1172. This cable was placed on private property under the terms of an easement recorded in Book 683, Page 408 of the Multnomah County Records.

An estimate already has been received which conforms with the requirements of the Bureau of Public Roads, and as soon as this estimate has been approved by the Bureau, you will be authorized to proceed with the work with the understanding that reimbursement will be made in accordance with the Federal regulations with which regulations you already are familiar.

Further details of the work may be secured from Mr. R. T. Ewen, Box 1991, Troutdale, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RM
cc: Mr. Forrest Cooper
Mr. D. J. Barbee
Mr. A. G. Skelton
Mr. R. T. Ewen
Mr. F. W. Farrar

RECEIVED
JUN 23 1958
FOR FILE

Mr Cooper

FORM E-30X—25M—8-55—68209

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

June 18, 1958
Salem Office

SUBJECT:

To: Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Herewith I hand you for execution by the State Highway Commission original and counterpart copy of agreement with Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, relative to temporary overcrossing on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County.

These are accompanied by letter from G. H. Baker, Superintendent, and attention is called to the dates which should be filled in in the instrument.

In view of the fact that the overcrossing is to be purely temporary, I do not think that the instrument need be acknowledged by the Highway Commission.

After execution, please return both copies to me for further handling.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. Ivan D. Merchant
Mr. A. G. Skelton
Mr. L. I. Lindas

RECEIVED
JUN 18 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 17 1958
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I-82-2(5)22

5183

June 17, 1958

Rogers Const., Inc.
11760 N. E. Glisan
Portland 16, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5183, awarded May 8, 1958, for grading on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 10 1958
FOR FILING

5183

June 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on April 24, 1958, on Contract No. 5183, Rooster Rock-Multnomah Falls Section in Multnomah County, in connection with Federal Aid Project No. I-82-2(5)22.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

DBP:er

RECEIVED
MAY 20 1958
FOR FILING

May 19, 1958

Mr. R. E. Haecke, Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

We are mailing, under separate cover, three copies of Contract No. 5183 and plans covering grading work on the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County.

Grading work in general is to be performed along the northerly side of the existing highway; however, the contractor will be required to construct a temporary hauling structure over your company's tracks to the borrow area, at Highway Station 1170 as indicated on Sheet 12 of the plans. The structural details for said structure are outlined on Bridge Drawing Nos. 13992 and 13993 of the accompanying plans. This structure is to remain in place for use on a future surfacing contract.

Provisions call for the contractor to protect your company's tracks, facilities or any communication lines and appurtenances thereof and also that he furnish railroad protective and liability insurance in addition to his regular insurance coverage.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

JHP:ia

cc: G. S. Paxson
J. W. DeBouma
R. M. Brown, Dist. Engr.
Union Pacific Railroad Co.
829 Pittock Block
Portland 5, Oregon

RECEIVED
MAY 13 1958
FOR FILING
[illegible]
[illegible]

May 12, 1958

Rogers Construction, Inc.
[illegible]1760 N.E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5183 for grading the Rooster Rock-Multnomah Falls Section of the Columbia River Highway in Multnomah County.

This award was based on your bid of $509,343 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAY 11 1958
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

I-82-2(5)22

08-35.0 51

May 8, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5183 for Oregon Project I-82-2(5)22, Rooster Rock-Multnomah Falls Section of the Columbia River Highway, to Rogers Construction, Inc. of Portland, Oregon, low bidder in the amount of $509,343.00 at the April 17, 1958 bid opening.

Very truly yours,

CG Polk

C. G. Polk
Division Engineer

RECEIVED
APR 21 1958
FOR FILING

I-82-2-5[illegible]

5113

P

April 22, 1958

Cascade Locks City Light
Municipal Building
Cascade Locks, Oregon

Attention Mr. Don Bonta

Gentlemen:

Re: Rooster Rock-Multnomah Falls Section
Columbia River Highway
Multnomah County

After your meeting with Mr. Jay Barbee and Mr. Curtis Baker of this Department last week concerning the power line adjustment made necessary by our reconstruction of the above captioned section we gave the matter further study.

This adjustment involves the relocation of the existing line between Stations 1181 and 1255. The on-the-site inspection indicates that there is no practical location existing southerly from the new highway due to the constriction caused by the canyon walls at this point. It is, therefore, thought that you should move this line northerly such a distance as will adequately clear the highway roadbed. Application for a permit for the relocation of this line should be made through regular channels.

In view of the fact that the present facility is on the highway by permit, the cost of the relocation is to be borne by your agency. In order to make this move, it will be necessary that you coordinate your activities with those of Rogers Construction Company, which has indicated that it is going to start work on this project April 22.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

LHY:jc me

cc Bureau of Public Roads
Rogers Construction Co.
Mr. Tom Edwards
Mr. A. G. Skelton
Mr. J. W. DeSouza
Mr. F. W. Farrar
Mr. Robert Ewen

FORM E-123X 30M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-82-2(5)37

E183

April 9, 1958

Cascade Locks City Light
Municipal Building
Cascade Locks, Oregon

Re: Cascade Locks City Light
Power Line Adjustment
Rooster Rock-Multnomah Falls Section
Columbia River Highway
Multnomah County

Gentlemen:

Bids on the above titled project will be received on April 17, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the relocation of your existing line between Engineer's Stations 1181 and 1255.

This existing line is on state highway right of way under the terms of Permit No. 3204, dated September 29, 1949, so that it will be your obligation to make the necessary adjustment without reimbursement. Under the Bureau of Public Roads regulations pertaining to the location of utilities on the Federal Interstate System, it will be necessary for you to relocate facilities off the freeway, either on the old highway, which now is a secondary highway, or at some other location which you may choose off the freeway right of way. It is requested that you proceed with the work as promptly as possible.

Further details may be secured from Mr. R. T. Ewen, Box 1991, Troutdale, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. A. G. Skelton
Mr. R. T. Ewen
Mr. F. W. Farrar

RECEIVED
APR 9 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08-35

April 2, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-82-2(5)22
Rooster Rock-Multnomah Falls Section
Columbia River Highway

Dear Sir:

We have today approved the P. S. and E. documents for the above project. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Because of the inclusion of a specification providing for mandatory use of borrow materials from a State furnished source near Station 1170, it is with some reluctance that we are authorizing the project. Our letter of March 21, 1958 to you set forth the Bureau policy relative to use of State furnished sources of imbankment borrow materials. In effect this policy is as follows:

(1) The specifications for the project shall include a provision permitting the contractor to use material from sources of his own choosing with the condition that such materials meet State specifications.

(2) In the event mandatory use of State furnished borrow sources is to be specified then prior approval thereof is required from the Bureau.

The basis for this policy is Paragraph 10 of PPM 21-6.3 to which your attention has been previously directed. You will note from that paragraph that approval of large quantities of State furnished materials, such as the approximate 500,000 cubic yards of borrow proposed for the subject project, requires the prior approval of our Washington office. In this instance we are assuming the responsibility of approving the use of the State furnished materials for the following reasons:

(a) The P. S. and E. were substantially completed prior to our March 21, 1958 letter to you.

(b) It is highly desirable to place this project under contract as soon as possible.

(c) There has been confused thinking relative to this subject on the part of both the State and Bureau Division prior to our March 21 memorandum.

(d) Due to the limited, if not non-existent sources of acceptable materials in this general area together with the fact that a contractor in securing his own source would be faced with the necessity of entering into an agreement with the Union Pacific Railway Company for a necessary crossing of its main line tracks, this office is of the opinion that use of State furnished materials is in the public interest.

Our approval in this case is not to be considered as establishing a precedent. Each similar case is to be considered separately on its own merits. Timely notice should be given this office to permit advance approval by our Washington office of State furnished materials. Your request for approval should include evidence that the prospective source is the only source of acceptable materials available if it is. If not, provision should be made for acceptance of suitable contractor furnished materials.

Very truly yours,

CGPolk

C. G. Polk
Division Engineer

RECEIVED
APR 4 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 13 1958
FOR FILING

[illegible]

[illegible]

February 13, 1958

Oregon State Highway Commission

Gentlemen:

The two-year program approved by the Highway Commission on October 1, 1956 carries an item of $700,000 for the Herman Creek-Herman Creek Road Section. The program approved October 31, 1957 carries $1,115,000 authorized for the Cascade Locks Bypass-Herman Creek Road Section. These are practically identical units and the total of $1,815,000 was to complete this section.

We have been unable as yet to reach an agreement with the Union Pacific Railroad Company; further, the Bureau of Public Roads has requested that improvement to interstate standards not be intermittent due to accident potential. We therefore request that $1,100,000 be transferred from the above two items to the Rooster Rock-Multnomah Falls Section of the Columbia River Highway. This will provide continuity of improvement from Sundial eastward. Funds will be used for a grading project to be awarded this year.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards

TE:AR bi

330-1715 Athena (2nd St.) Sec. 1958

#5184

Special State Tax Street Fund Agy #129

Form A-150—10M—6-58

NOTED

INVOICE
Oregon State Highway Department
SALEM, OREGON

RECEIVED
FEB 4 1959

City of Athena
Athena, Oregon

Attention: G. B. Dugger
City Recorder

Invoice No. 59177

Date February 3, 1959

Your Req. No.

Billing Request No. cc 466

Credit Distribution: 330-1715-89

Final Billing: City share of total cost of Second Street basing and paving project, covered by agreement dated March 21, 1958.

Advance Deposit		$3,480.00
Total cost as per attached	$22,802.21	
Less agreed State share	20,000.00	
Agreed City Share		2,802.21
To be refunded		677.79

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $______________
By______________________________

State Printing 13107

February 2, 1959

NOTED
Harold C. Ayers

NOTED
V. R. JONES

NOTED
John F. Hagemann

1458

Mr. G. B. Dugger
City Recorder
Athena, Oregon

Dear Mr. Dugger:

Final costs on the Special City Allotment Project on Second Street are now available, and as shown on the attached statement, the city's share of the total cost is $2,802.21.

As the city has made an advance deposit in the amount of $3,480, a refund of $677.79 is due the city. A check in this amount will be forwarded by our Accounting Division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County & City Relations

HCA:cg
Att.

REGON STATE HIGHWAY DEPARTMEN

NOTED
Harold C. Ayers

Request for Outside Billing

(Or Advice of Cash Transaction)

Address invoice to:
City of Athena
Athena, Oregon

Attention of Mr. C. B. Dugger, City Recorder

Request No. (assigned by staff engineer or head of division) cc-465

Date January 30, 1959

Payer's Order No. (if any)

Department Order No. (if any)
(Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Final billing: City share of total cost of Second Street baseing and paving project, covered by agreement dated March 21, 1958.

Total City share: $677.79 (See attached statement)

Itemized Statement:

Advance Deposit—— $3,480.00

Quantity	Unit	Description		Unit Price	Amount
		Total Cost	$22,802.21		
		Less Agreed State Share	20,000.00		
		Agreed City Share ————			$2,802.21
		REFUND DUE CITY ————			$ 677.79

Has payer made payment for this service?

If so, what is amount of payment? $

Has payer made a deposit with the department to guarantee payment? YES

If so, what is amount of deposit? $3,480.00

Is this a partial or final request for billing? Final

Have there been any previous requests for billing in connection with this same service? NO

If so, give total of all previous requests $

Also give number of last previous request

Credit distribution:
330-1715-295

Submitted by:
Mr. H. C. Ayers

Approved:
Division Engineer

Approved:
Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

State Printing

OREGON STATE HIGHWAY DEPARTMENT
ITEMIZED STATEMENT OF FINAL COST

January 30, 1959

CONTRACT NO. 5184
ATHENA Special City Allotment Project
Second Street: Base and Pave

PAYMENTS TO CONTRACTOR

	Item	Qty.		@	Total
1.	Quarry Run Rock in base	2045	c.y.	$ 0.95	$ 1,942.75
2.	Tractor and Grid Roller	24	hrs.	17.00	408.00
3.	3/4"-0 material in base	876	c.y.	4.50	3,942.00
4.	Sprinkling	54	M gal	2.50	135.00
5.	Preparation of base	0.5	mile	1,500.00	750.00
6.	3/4"-0 material in binder course	80	c.y.	5.50	440.00
7.	MC-2 asphalt in binder course	9.23	tons	60.00	553.80
8.	Class "B" asphaltic concrete	1206.09	tons	10.00	12,060.90

Subtotal Contract Items	$20,232.45
Engineering & Contingencies	1,866.58
Survey	703.18
Total Cost	$22,802.21
Agreed State Share	20,000.00
City Share	$ 2,802.21
City Advance Deposit	3,480.00
REFUND DUE CITY- - - - - - - - -	$ 677.79

HCA:cg

NOTED
Harold C. Ayers

October 13, 1958

Mr. C. B. Dugger
City Recorder
Athena, Oregon

NOTED
V. R. JONES

Dear Mr. Dugger:

This is to advise you that work on Contract Number 5184, reconstruction of Second Street in Athena, was completed on June 25, 1958.

Under the terms of the agreement signed by the City Council on April 10, 1958, the City assumed maintenance of and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

RECEIVED
SEP 16 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

September 12, 1958

330-1715
(CONTRACT NO.) (EST. NO.) (CONTRACTOR)

5184

5184 2 Final K. G. Beck Construction Co.
(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

20857 H222762 $ 606.97 9-12-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **45 workdays from May 19, 1958**

Time Extensions: **None**

Completion Date: **June 25, 1958**

Date Accepted: **July 31, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Sept. 12, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 12 1958
GRW

NOTED ON CARD
Om

RECEIVED

FOR FILING

Sept. 2, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 5184 for stone base and paving on the Athens (2nd Street) Section in Umatilla County was completed by the contractor, K. C. Deck Construction Co., on June 25, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $606.97 will be released to the contractor on or after Sept. 12, 1958. The total contract amount is $20,232.45, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Amerata & Schram
520 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD
em

Form E-1—1006

330-1715

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 11, 19 58

Section Athena (2nd Street)

Kind of work Stone Base and Paving

Highway City Street County Umatilla

Section prefix 330-1715

Contractor K. C. Dack Construction Co.

Contract number 5184

Date of contract May 8, 19 58

Specified work days 45

Date work started June 5, 19 58

Work days used 20

Project authorization $22,912.88

Exclusive of engineering $21,283.52

Per cent of time elapsed 44.4 %

Estimated cost of completed project, exclusive of engineering $21,283.52

Estimated per cent overrun or underrun Underrun 4.9 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $1,629.36

Engineering cost to date $1,551.47, 95.2 %

Date project was completed July 3, 19 58

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final estimate was prepared and sent to La Grande Monday of this week.

Noted
M. N. Juve

CONSTRUCTION DIVISION
RECEIVED
JUL 14 1958
NOTED-- E | Ug | B | ☐ | N
CE ACE ACE COE

Signed Russell J. Wilbur Russell J. Wilbur

Address Pendleton, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.50			0.50
Miles partially completed					
Miles completed		0.50			0.50
Total estimated quantities (contract)		2,920 CY			1,260 Tons
Total quantities corrected to date		3,001 CY			1,206.09Ton
Estimated quantities moved or placed to date		3,001 CY			1,206.09
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Partly Cloudy-Warm		
Tuesday	Clear-Warm		
Wednesday	Hot		
Thursday	Hot		
Friday	Hot		
Saturday			

FORM E-128 9M 4-56

RECEIVED
JUN 2 1958
FOR FILING

5184

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 2, 1958

K. C. Dack Construction Co.
Box 642
Pendleton, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5184, awarded May 8, 1958,
for stone base and paving on the Athena
(2nd Street) Section in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 13 1958

FOR FILING

May 12, 1958

K. C. Dack Construction Co.
Box 642
Pendleton, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5184 for stone base and paving on the Athena (2nd St.) Section on 2nd Street in Athena, Umatilla County.

This award was based on your bid of $20,107 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

CITY OF ATHENA
Telephone 1512
ATHENA, OREGON

21 April 1958

NOTED

NOTED
John F. Hagemann

State Highway Department
State of Oregon
Salem, Oregon.

Att: C. G. Swenson

Dear Mr. Swenson:

As per your letter of the 17th., we are enclosing a cashiers check in the amount of $ 3, 480.00 as the City's share of the Second Street paving project.

Very truly yours,

City of Athena

C. B. Dugger

C. B. Dugger, City Recorder

Cashier's check No. 33-10972 for $3480.00
to Acctg Div. 4-23

F Query

NOTED
JOHN D. GRAHAM

NOTED
C. G. S[illegible]

RECEIVED
[illegible]

RECEIVED
[illegible] 1958
[illegible]ONS

NOTED
Harold C. Ayers

April 17, 1958

Mr. C. B. Dugger
City Recorder
Athena, Oregon

Dear Mr. Dugger:

On April 17, 1958, the State Highway Commission received a bid on the Second Street basing and paving project to be constructed from the 1958 Special City Allotment fund. The revised estimate based on this bid is as follows:

Contract Items	$20,367.00
Engineering & Contingencies	2,545.88
Survey	575.00
Total...	$23,487.88

As per the agreement executed by the City and State, the City is to pay all costs in excess of $20,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with this project, an advance deposit of $3,480 is required. Please make this deposit by means of a certified check payable to the Oregon State Highway Commission, forwarding same to this office.

Your immediate attention to this matter will be appreciated as a contract cannot be awarded until this deposit is in our hands.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm

NOTED
C. G. SWENSON

RECEIVED
APR 1 1958
FOR FILING

330-1715

5184

Salem, Oregon
March 26, 1958 [illegible] Funds — #129

$250,000 Fund (1958) Agreement
City of Athena

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached is a conformed copy of an agreement with the City of Athena covering the Special City Allotment project on Second Street in Athena.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Athena, Oregon.

Secretary

rm
Attach: 1

2

RECEIVED
MAR 27 1958
FOR FILING

March 26, 1958

C. B. Dugger, City Recorder
City Hall
Athens, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Athena covering the Special City Allotment project on Second Street in Athena.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

FORM 530—30M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 14, 1958

SUBJECT: $250,000 Fund (1958) Agreement
City of Athena

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Second Street in Athena. Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The Commission approved this project on December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Mar. 19, 1958

RECEIVED
1958
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE December 5, 1957 — see page 37 of the minutes - item (4-a)
Secretary

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
March 14, 1958

$250,000 Fund (1958) Agreement
City of Athena

Mr. G. S. Paxson
OFFICE

NOTED
John F. Hagemann

Attached are three copies of an agreement covering the Special City Allotment project on Second Street in Athena. Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The Commission approved this project on December 5, 1957.

John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

ORDINANCE NO. 286.

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF ATHENA, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF SECOND STREET FROM MAIN STREET TO SHERMAN STREET, A DISTANCE OF APPROXIMATELY 0.50 MILES AND DECLARING AN EMERGENCY.

WHEREAS the City of Athena, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision of ORS 366.800 and 366.805, and,

WHEREAS the State Highway Commission has accepted such application for the improvement of Second Street from Main Street to Sherman Street, a distance of approximately 0.50 miles, and,

WHEREAS in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $ 20,000.00 and the City of Athena to pay all cost in excess of $ 20,000.00,

THE PEOPLE OF THE CITY OF ATHENA DO ORDAIN AS FOLLOWS:

SECTION 1. That that certain form of agreement hereinabove referred to be entered into by the City of Athena, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Second Street from Main Street to Sherman Street and is hereby approved and accepted as submitted.

SECTION 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

SECTION 3. Whereas it is necessary that said improvement be made in the spring and summer of 1958 when weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Athena, Oregon; an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage

ORDINANCE NO. 286

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF ATHENA, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF SECOND STREET FROM MAIN STREET TO SHERMAN STREET, A DISTANCE OF APPROXIMATELY 0.50 MILES AND DECLARING AN EMERGENCY.

WHEREAS the City of Athena, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision of ORS 366.800 and 366.805, and,

WHEREAS the State Highway Commission has accepted such application for the improvement of Second Street from Main Street to Sherman Street, a distance of approximately 0.50 miles, and,

WHEREAS in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $ 20,000.00 and the City of Athena to pay all cost in excess of $ 20,000.00,

THE PEOPLE OF THE CITY OF ATHENA DO ORDAIN AS FOLLOWS:

SECTION 1. That that certain form of agreement hereinabove referred to be entered into by the City of Athena, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Second Street from Main Street to Sherman Street and is hereby approved and accepted as submitted.

SECTION 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

SECTION 3. Whereas it is necessary that said improvement be made in the spring and summer of 1958 when weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Athena, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Athena, Oregon, and approval by the Mayor as authorized by the Charter dated January 27, 1905.

AYES Three
Nayes None
Absent One

Submitted to and approved by the Mayor the 10th., day of March, 1958.

By CO Hanlen
C. O. Hanlen, Mayor

ATTEST:

C. B. Dugger
C. B. Dugger, City Recorder

NOTED
Harold C. Ayers

February 25, 1958

NOTED
V. R. JONES

Mr. C. B. Dugger
City Recorder
Athena, Oregon

NOTED
John F. Hagemann

Dear Mr. Dugger:

The State Highway Commission plans to call for bids in the near future for the construction project on Second Street in Athena. Enclosed are three copies of an agreement covering this project. This agreement is in accordance with the Special City Allotment project as requested by the City and approved by the State Highway Commission.

Will you please have the City Council pass an ordinance, similar to the attached example, authorizing yourself and the mayor to sign the agreement. Please include a copy of this ordinance with the signed copies of the agreement.

As the contract cannot be awarded until the signed agreement is in our hands, will you and the mayor please sign the attached agreement, with your signatures attested by a third party, stamp with the city seal, and return all three signed copies to this office prior to March 17, 1958. After signature by the State Highway Commission, a fully executed copy of the agreement will be returned for the City's records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Encl.

NOTED
C. G. SWENSON

NOTED
JOHN D. GRAHAM

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
February 7, 1958

Special City Allotment Project
Second Street, Main to Sherman Streets
City of Athena

Mr. Tom Edwards
OFFICE

Attention: Mr. E. A. Pease

NOTED
John F. Hagemann

The field data on the subject project has been checked and found to be as approved by the Commission and requested by the city.

The city officials have been contacted and have promised to have the grading and draining of the street completed by May 1. They will pay all costs in excess of $20,000.

H. C. Ayers
Field Engr., County and City Relations

HCA:mm

cc: V. G. O'Neil
Frank Hall

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

CITY OF ATHENA
Telephone 1512
ATHENA, OREGON

5 February 1958

Oregon State Highway Commission
Salem, Oregon.

$50,000 - '58

Att: Harold C. Ayers

Gentlemen:

At a specially called meeting of the Common Council of the City of Athena, on this date, It was unanimously approved that the City of Athena do the preliminary grading, drainage work, and the furnishing and installing of the necessary drainage culverts, on ~~Third~~ Second Street, as specified by the Oregon State Highway Commission.

It was further approved that the City of Athena make available and guarantee an additional $ 3,000.00 in cash, if necessary, for the completion of the ~~Third~~ Second Street Project.

Very truly yours,

City of Athena

C. B. Dugger.

C. B. Dugger, City Recorder

'58 - $250,000 Fund. Athens 9-10-57

Investigated condition and use of Second Street and Third Street in Athens, then called on Mayor L. R. Pinkerton and with him talked over needs and methods of repair.

Second street has an Oiled surface 20'-22' wide, 30' road bed, from Main St. to College St. and is in poor condition, from College Street to Sherman St. has gravel surface generally in poor condition and is receiving excessive wear due to heavy & unusual industrial traffic, log, lumber & grain trucks in large numbers. The Mayor said the City had no funds and wished us to repair or rebuild all we could.

9-11-57

Mayor said could raise no more than $2,000.00

HCG.

Athens

Preliminary Estimate [illegible] '59

Second Street from Main St. to Sherman St.
Distance approximately 0.50 mile.

Place 3" asphaltic concrete 20' wide from Main to College Street. Grade, [illegible] additional base rock to widen [illegible] College St to Sherman St place 3" asphaltic concrete 20' wide

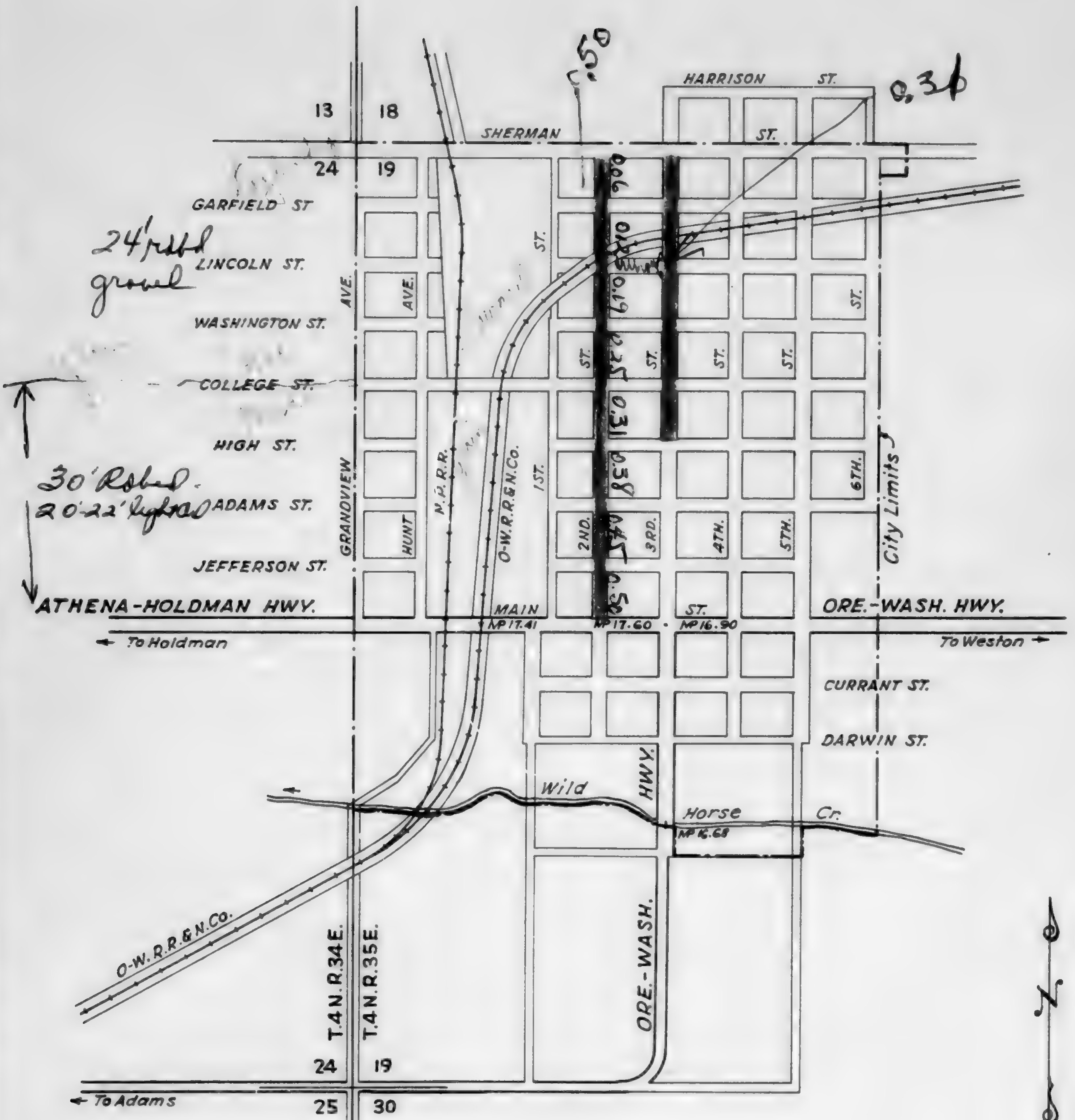
Blade Grader	24 hrs	$15.00	$360.00
Drainage Excavation	70 cu yds	4.00	280.00
12" Culvert Pipe	140 lin ft	2.50	350.00
Coarse Crushed Base [illegible]	1100 cu yds	3.80	4180.00
3/4"-0 [illegible]	380 cu yds	4.75	1805.00
Asphalt	40 m gal	4.00	160.00
Class B Asphaltic Concrete	1040 tons	11.00	11440.00
			$18,575.00
[illegible]			2321.88
12½% [illegible]			
Surveying			575.00
			$21,471.88

Total $21,500

1

L. R. Pinkerton

No. 54



ATHENA

Scale 1" = 800'

UMATILLA COUNTY

Rev. 8-20-52

LG

LAG CON 92 1-28-58 4:30 PM

BICKMORE:

TOM EDWARDS APPROVES THE USE OF QUARRY-RUN ROCK COMPACTED WITH A GRID ROLLER ON THE ATHENA CITY PROJECT.

C. G. SWENSON

DMH

NOTED
John F. Hagemann

NOTED
Harold C. Ayers

RECEIVED
[illegible] 1958
ENGINEER
COUNTY & CITY RELATIONS

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

NOTED
V. R. JONES

December 11, 1957

NOTED
Harold C. Ayers

Mr. C. B. Dugger
City Recorder
Athena, Oregon

NOTED
John F. Hagemann

Dear Mr. Dugger:

On December 5 the State Highway Commission approved the Special City Allotment project as shown in the attached summary. The project was approved on the basis that the City will pay all costs of the project in excess of $20,000.

You will be contacted at a later date to work out details of the project and negotiate an agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Att.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

No. 54

FORM E-135 25M REVISED 6-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MC IVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

July 24, 1957

NOTED
Harold C. Ayers

Mr. C. B. Dugger
City Recorder
Athena, Oregon

NOTED
J[illegible]

NOTED
V. B. JONES

Dear Sir:

This is to acknowledge receipt of a resolution adopted by the City of Athena requesting aid from the annual $250,000 Special City Allotment fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the 1958 program.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Clarence G. Swenson
Acting Engr., County and City Relations

PS: The enclosed copy of the resolution is being returned for the city's records.

CGS

NOTED
C. G. SWENSON

RECEIVED
JUL 24 1957

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Athena is an incorporated city of the State of Oregon, and has a population of 863, as given by the latest official census, and

WHEREAS, the following streets of said city, Second and Third

Form cc-50 (1953 Rev.)
Special City Allotment

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Second and Third

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Athena does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate L. R. Pinkerton as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 8th., day of July, 1957.

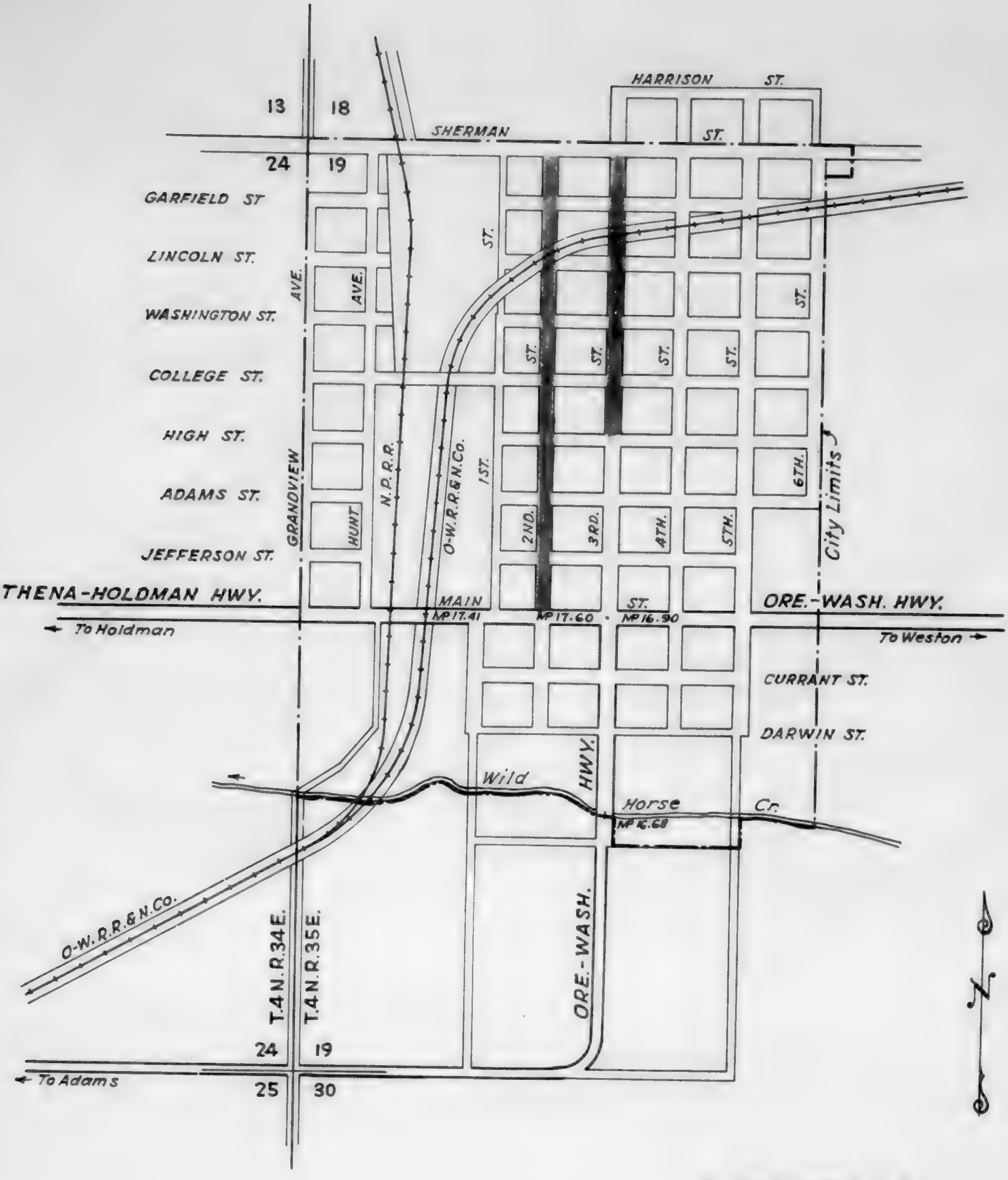
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

--------- ---------

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Athena at a regular or special meeting of said Council, held on the 8th., day of July, 1957, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 8th., day of July, 1957.

Lee B. Dugger
City Recorder



ATHENA

Scale 1" = 800'

UMATILLA COUNTY

Rev. 8-20-52

331-1710 Union (Bellwood Ave.) 1968
Sec.
#185

Sp. State [illegible] Street
Fenced 94

RECEIVED
1 1959
FOR FILING

W. C. Williams

A

February 2, 1959

Union (Bellwood Avenue)
Constract No. 5185

331-1710

FINAL COST ANALYSIS

Grading and Oiling
Contractor: Arthur Simonson & Co.
Resident Engineer: Kenneth Berg

NOTED
W. C. WILLIAMS

City Street
Prefix No. 331-1710

5185 Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Drainage Excav., Unclass.	40.8	Cu. Yd.	4.00	2.42	98.54	163.20
Blade Grader	33	Hour	12.00	11.67	385.10	396.00
12" Corr. Metal Pipe	364	Lin. Ft.	3.50	2.97	1,080.61	1,274.00
Coarse Cr. Mat'l in Base	2,199	Cu. Yd.	2.85	2.86	6,290.92	6,267.15
3/4-0" Mat'l in base	608	Cu. Yd.	3.00	2.86	1,739.38	1,824.00
Sprinkling	84	M-Gal.	4.00	3.42	287.79	336.00
Preparation of Base	0.39	Mile	1,500.00	1,500.00	585.00	585.00
*3/4"-0 Mat'l in Binder Course	60	Cu. Yd.	5.00	3.63	218.36	300.00
*Furnish & Place Aggregates	327	Cu. Yd.	6.00	3.87	1,265.68	1,962.00
*MC-2 Asphalt	8.33	Ton	65.00	60.00	499.80	541.45
*120-150 Asphalt	21.81	Ton	60.00	55.00	1,199.55	1,308.60
*RS-1 Asphalt	5.5	Ton	62.00	60.00	330.00	341.00
1/2"-1/4" Cr. Mat'l in Stockpile	4,059.08	Cu. Yd.	2.95	2.76	11,208.65	11,974.29
1/4"-#10 Cr. Mat'l in Stockpile	2,467.89	Cu. Yd.	2.95	2.76	6,814.74	7,280.28
PA#1 #10-0 Screen rejects in S.P.	737	Cu. Yd.	.25			184.25
Haul Adj. (Favor of Contr.)	320	Yd. Mi.	.12			38.40
Force Account (State participation in flagging)					54.77	54.77
					$ 32,058.89	$ 34,830.39

Gross Revenue	$ 34,830.39
Total Cost	32,058.89
Net Profit	$ 2,771.50

Net Profit equals 7.96% of Gross Revenue.

* Russel Olson Construction Co. participation.

RECEIVED
FEB - 1 1959
OFFICE OF
STATE HIGHWAY ENGINEER

CRUSHING BREAKDOWN

	Quantity	Unit	Cost	Unit Cost
Drill & Shoot	9,615.97	Cu. Yd.	2,982.63	0.31
Feed Crusher	9,615.97	Cu. Yd.	5,102.64	0.53
Crushing	9,615.97	Cu. Yd.	7,600.71	0.79
Total Crushing Cost	9,615.97	Cu. Yd.	$ 15,685.98	1.63
Haul to Union and to Stockpile	9,333.97	Cu. Yd.	$ 7,958.45	0.86
Processing Base Material	2,807	Cu. Yd.	$ 1,039.17	0.37
Stockpiling Crushed Material	6,526.97	Cu. Yd.	$ 1,766.93	0.27

Cost per yard crushed material placed on Bellwood Ave., Union	$ 2.86
Cost per yard crushed material placed in stockpile	$ 2.76

The crushing plant operated 762 hours for an average of 53.14 cubic yards per working hour.

The contract produced an additional 482 cubic yards of crushed material for extra work done for the City of Union.

DETAIL OF COST

Labor:			
Labor and Supervision		$ 8,939.35	
Labor Insurance		816.77	
Health and Welfare		338.54	$ 10,094.66
Equipment Rentals and Miscellaneous Supplies:			
Equipment Rental, Owned		12,837.25	
Gas, Oil, and Grease		2,615.26	
Freight		44.37	
P.U.C.		356.23	
Explosives		710.59	
Drill Steel and Bits		55.51	
Bond and Insurance		370.47	
Home Office and General Overhead		403.17	17,392.85
Materials:			
12" C.M.P.	364 Lin. Ft. @ $2.38	866.32	
12" C.M.P. Bands	9 Each @ $2.38	21.42	
1-1/4"-3/4" Cr. Aggregate	105 Cu. Yd. @ $2.29	240.52	1,128.26
Russell Olson Construction Company			3,443.12
			$ 32,058.89

Remarks:

This was a "City Project" consisting of the grading and shaping of 0.39 mile of street roadbed, involving 33 hours of blade grader time; the construction of 0.39 mile of stone base and shoulders, involving 2,807 cubic yards of crushed materials; the construction of 0.39 mile of type 0-11 oil mat wearing surface with binder course on Bellwood Avenue in the City of Union; and the furnishing of 6,526.27 cubic yards of crushed material in stockpiles on the La Grande - North Powder Highway in Union County.

This project was first opened for bid on March 27, 1958 and rejected as being too high. The project was resubmitted for bid on April 17, 1958, awarded May 8, 1958 and completed September 8, 1958.

The contractor moved his equipment onto this project and began work on Monday, June 30, 1958. An "Adams 512" blade grader was used for 33 operating hours to excavate and shape the street sub-grade. A crew of two men placed the required culverts during the same period.

The crushing plant was moved from the gravel pit on the Wingville Section to this project June 30th, assembled during the week and began crushing and placing 1-1/2"-0 base material on Tuesday, July 8th.

The crushing and placing of base material was completed Wednesday, July 9th, and the 3/4"-0 level course completed on Thursday, July 10th.

The contractor was forced to close down on Friday, July 11th, because of a labor strike. Work stoppage lasted one week. Then the contractor was permitted by A.G.C. to begin work again.

The production of 1/2"-1/4" and 1/4"-#10 for stockpile material was started Monday, July 28th, and completed Friday, August 15th. The crushing plant was disassembled and removed during the following week.

Russel Olson Construction Company prepared the base on Monday, August 25th, and shot and placed the binder on Tuesday.

The 0-11 oil mat was placed through the first seal on Friday and Saturday, September 5th and 6th, and the final seal on the following Monday. This completed the project.

Despite the delay due to the labor strike and breakdown of the crushing plant, the contractor made a fair profit.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

RECEIVED
NOV 18 1958
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
(date)

Nov. 17, 1958

331-1710

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5185	5-Final	Arthur Simonsen & Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
26645	H 228595	$1,046.72	11/17/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

G. P. Winchcomb
ACCOUNTING DIVISION

Specified completion date: **70 workdays from May 19, 1958**

Time Extensions: **None**

Completion Date: **Sept. 8, 1958**

Date Accepted: **Oct. 23, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Nov. 17, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

C. W. Head
~~H. B. Glaisyer~~
Asst. Secretary

Warrant Mailed: NOV 17 1958
GRW

NOTED ON CARD
OM

A

RECEIVED
NOV 12 1958
FOR FILING

[illegible]

5185

Nov. 7, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5185, for grading and oiling on the Union (Bellwood Avenue) Section in Union County was completed by the contractor, Arthur Simonsen & Co., on Sept. 8, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $1,046.72 will be released to the contractor on or after November 17, 1958. The total contract amount is $34,830.39, of which amount $54.77 represents force account work.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

RECEIVED
OCT 21 1958
FOR FILING

331-170

5185

Oct. 20, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Arthur Simonsen & Company in connection with contract No. 5185, for grading and oiling on the Union (Bellwood Ave.) Section in Union County.

This payment, in the amount of $4,105.10, will be released to the contractor on or after October 30, 1958. The retained percentage is $1,044.86.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

Form E-1—10M—7-57

331-1710

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 12, 1958

Section	Union (Bellwood Ave.)	Kind of work	Grading & Oiling
Highway	City Street County Union	Section prefix	331-1710
Contractor	A. W. Simonsen & Co.	Contract number	5185
Date of contract	5-8, 1958	Specified work days	70
Date work started	6-30, 1958	Work days used	64
Project authorization	$38,811.38	Per cent of time elapsed	91 %
Exclusive of engineering	$36,051.46		

Estimated cost of completed project, exclusive of engineering . . . $35,100

Estimated per cent overrun or underrun . . . under . . 5 %

Per cent of contract completed, based on total contract price . . . 102 %

Engineering authorization $2759.92

Engineering cost to date $1800.00, 65 %

Date project was completed Sept. 8, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Final seal was placed Monday morning bringing this project to completion.
This will be the last weekly.report.

NOTED

Noted
M. N. Juve

NOTED
C. E. PAULS

CONSTRUCTION DIVISION
RECEIVED
SEP 15 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Signed Kenneth Berg

Address La Grande

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.39	0.39		0.39	
Miles partially completed					
Miles completed	0.39	0.39		0.39	
Total estimated quantities (contract)	30 hrs.	2850 cy.		39 Ton 346 cy.	
Total quantities corrected to date	33 hrs.	2807 cy.		37 tons 387 cy.	
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week				12	

Men	5
Supervision	1
Men and trucks under 3 tons	[illegible]
Men and trucks over 3 tons	3
Men and tractors	3

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., 2 Gravel Trucks 1 Oil Distributor 1 Loader

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	All Week		
Wednesday			
Thursday			
Friday			
Saturday			

FORM E-123 5M 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN 3 1958
FOR FILING

321-17.0

5185

June 3, 1958

Arthur Simonsen & Co.
2755 8th Street
Baker, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5185, awarded May 8, 1958, for grading and oiling on the Union (Bellwood Ave.) Section in Union County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

Recorder's Office
CITY OF UNION
Phone 2621
UNION, OREGON

NOTED
Harold C. Ayers

May 15th, 1958

Mr. C.G. Swenson
Engineer, County and City Relations
State Highway Department
Salem, Oregon

NOTED
V. R. [illegible]

NOTED
John F. Hagemann

Dear Sir:

Would like information pertaining to the bids which were let on Bellwood Ave. Union, Oregon.

The City Council are interested in what part the City will pay on this project so that it can be figured in the budget.

Sincerely yours

Robert L. Watts

Robert L. Watts
City Recorder
Union, Oregon

RECEIVED
[illegible] 1958
ENGINEER
[illegible] RELATIONS

NOTED
JOHN D. GRAHAM

Answered by phone 5/21/58
city to provide in budget
for city funds of $1000 -
if req'd.

NOTED
C. G. SWENSON

Union (Bellwood Ave.) Section
Grading and Oiling

Item No.	Item	Unit Price	Amount
1.	Drainage Excavation, Unclassified 45 cu. yds. For Four Dollars per cu. yd.	$4.00	$ 180.00
2.	Blade Grader 30 hours For Twelve Dollars per hour	12.00	360.00
3.	12-inch Corrugated Metal Pipe 400 lin. ft. For Three Dollars and Fifty Cents per lin. ft.	3.50	1,400.00
4.	Coarse Crushed Material in Base 2,200 cu. yds. For Two Dollars and Eighty-five Cents per cu. yd.	2.85	6,270.00
5.	3/4" - 0 Material in Base 650 cu. yds. For Three Dollars per cu. yd.	3.00	1,950.00
6.	Sprinkling 100 M-gals. For Four Dollars per M-gal.	4.00	400.00
7.	Preparation of Base 0.39 mile For Fifteen Hundred Dollars per mile	1,500.00	585.00
8.	3/4" - 0 Material in Binder Course 56 cu. yds. For Five Dollars per cu. yd.	5.00	280.00
9.	Furnishing and Placing Aggregates 290 cu. yds. For Six Dollars per cu. yd.	6.00	1,740.00
10.	MC-2 Asphalt 10 tons For Sixty-five Dollars per ton	65.00	650.00
11.	120-150 Asphalt 22 tons For Sixty Dollars per ton	60.00	1,320.00
12.	RS-1 Asphalt 7 tons For Sixty-two Dollars per ton	62.00	434.00
13.	½" - ¼" Crushed Material in Stockpile 3,940 cu. yds. For Two Dollars and Ninety-five Cents per cu. yd.	2.95	11,623.00
14.	¼" - #10 Crushed Material in Stockpile 2,460 cu. yds. For Two Dollars and Ninety-five Cents per cu. yd.	2.95	7,257.00
	Total Amount of Contract		$34,449.00
	Less Maint. Rock		18,880.00
			15,569
	Flagging		50
			15,619
	12½% To Engr & Cont. Per Preliminary Estimate		1,981
			700
	Total Est. Cost 0.41 Project		18,300

RECEIVED
MAY 13 1958
FOR FILING

[illegible]

[illegible]

May 12, 1958

Arthur Simonsen & Company
2755 - Eighth Street
Baker, Oregon

Dear Mr. Simonsen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5185 for grading, oiling and furnishing materials in stock pile on the Union (Bellwood Ave.) Section on Bellwood Avenue in Union, Union County.

This award was based on your bid of $34,449 which was the low bid submitted to the Commission April 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAR 17 1958
FOR FILING

331-17[illegible]

5185

P

March 14, 1958

Robert L. Watts, City Recorder
City Hall
Union, Oregon

Dear Sir:

We are enclosing for the records and files of the City of Union a fully executed copy of an agreement between the State Highway Commission and the City of Union covering the Special City Allotment project on Bellwood Avenue in Union.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
MAR 21 1958
FOR FILING

[illegible]
[illegible]
[illegible]

Salem, Oregon
March 14, 1958

[illegible] State) Tax St. Funds #44

$250,000 Fund (1958) Agreement
Union

Mr. G. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with the City of Union covering the Special City Allotment project on Bellwood Avenue in Union.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Union, Oregon.

Secretary

rn
Attach:

FORM 230—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 6, 1958

SUBJECT: $250,000 Fund (1958) Agreement
UNION

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Bellwood Avenue in Union.

Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Feb 6, 1958

APPROVED BY HIGHWAY COMMISSION
DATE December 5, 1957
W. Bleakney Jr.
Secretary

see page 37 of the minutes, item (4-e)

RECEIVED
MAR 6 1958
OFFICE OF
STATE HIGHWAY ENGINEER

3-3-5
ORDINANCE NO. 252 Section 1603

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF Union, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF Bellwood Avenue from Ash Street to Bryan ~~St~~ Avenue, A DISTANCE OF APPROXIMATELY 0.40 MILES AND DECLARING AN EMERGENCY.

Whereas the City of Union, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision or ORS 366.800 and 366.805, and,

Whereas the State Highway Commission has accepted such application for the improvement of Bellwood Avenue from Ash Street to Bryan ~~St~~ Avenue, a distance of approximately 0.40 mile, and,

Whereas in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $20,000 and the City of Union to pay all cost in excess of $20,000, the City of Union does ordain as follows:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Union, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Bellwood Avenue from Ash Street to Bryan St and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the spring and summer of 1958 when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Union, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter dated [illegible].

AYES 6

NAYES 0

NOTED

Submitted to and approved by the Mayor the 3 day of March, 1958

By Wayne C. Ferguson
Mayor

ATTEST:
Robert L. Watt
City Recorder

RECEIVED
MAR 5 1958
ENGINEER
COUNTY-CITY RELATIONS

No. 26

RECEIVED
APR 17 1957
ENGINEER
[illegible]

4-8-57

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of UNION is an incorporated city of the State of Oregon, and has a population of 1367, as given by the latest official census, and

WHEREAS, the following streets of said city, ____________________

Form cc-50 (1953 Rev.)
Special City Allotment

NORTH BELLWOOD AVENUE--(BETWEEN, BRYAN AVE. ON THE NORTH AND ASH STREET ON THE SOUTH)

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

(NORTH BELLWOOD AVENUE (BETWEEN BRYAN AVE. ON THE NORTH AND ASH STREET ON THE SOUTH)

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of UNION does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate WAYNE C. FERGUSON - Mayor as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 8th day of APRIL, 1957.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of UNION, OREGON at a regular or special meeting of said Council, held on the 8th day of APRIL, 19 57, and the above copy is a true and correct copy of the original and of the whole thereof.

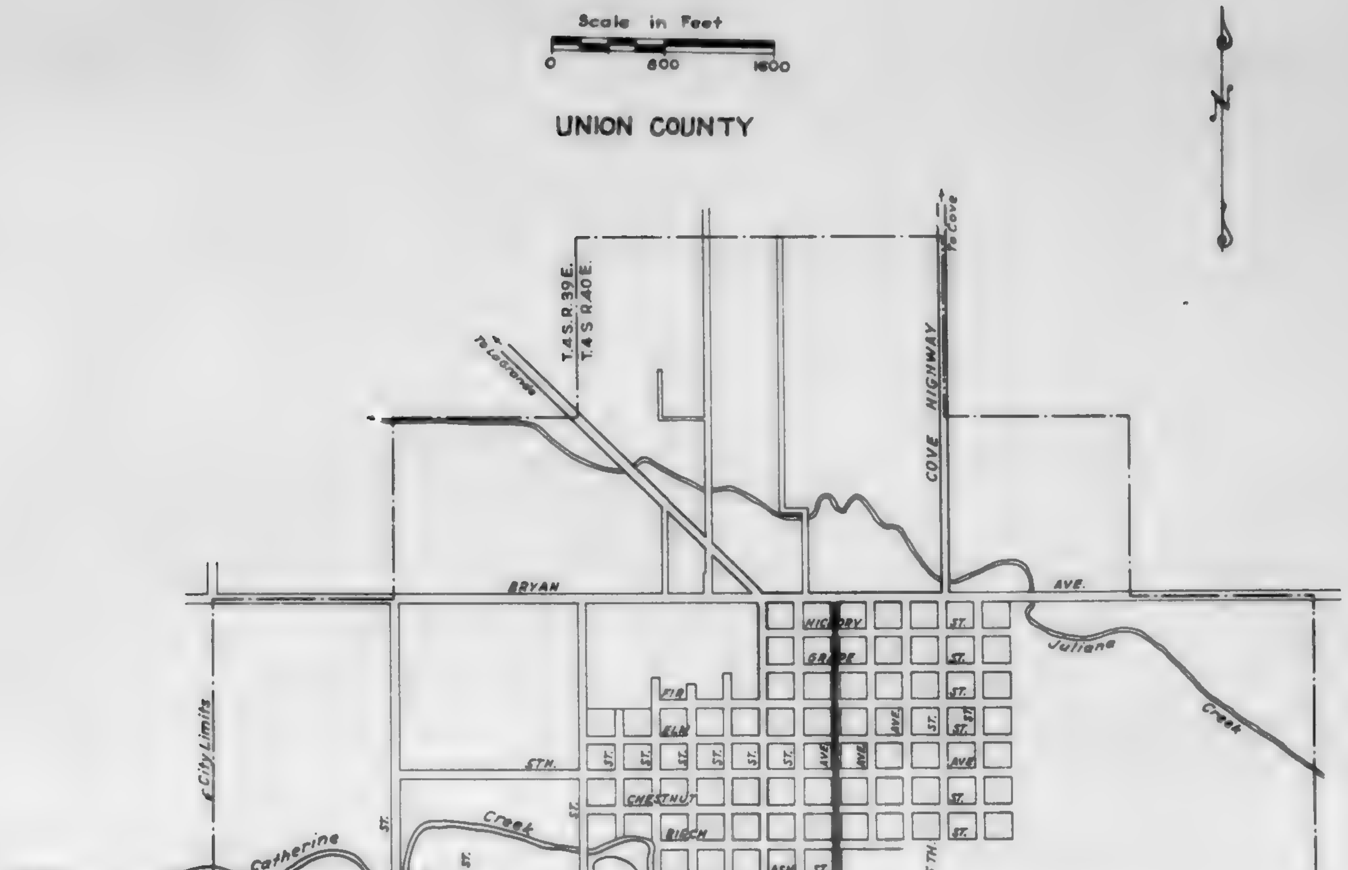
Dated this 16 day of APRIL, 1957.

Robert L. Watts
City Recorder

UNION

Scale in Feet
0 800 1600

UNION COUNTY



Rev. 11-3-54

1-3251 Dooley Mountain Summit 1958
Sand Shed on Baker-Unity
#5186 Hwy.

RECEIVED
1958
FOR FILING

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)

Sept. 19, 1958

1-3-51			
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5186 5186	3 Final	H. G. Wirtz	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21749	H223630	$1,674.13	9-19-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from May 22, 1958

Time Extensions: None

Completion Date: Aug. 5, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 19, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: SEP 22 1958

LKW

NOTED ON CARD
em

RECEIVED
SEP 12 1958

FOR FILING

Sept. 11, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5186 for Dooley Mountain Summit Sand Shed on the Baker-Unity Highway in Baker County was completed by the contractor, H. G. Wirtz, on Aug. 5, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,674.13 will be released to the contractor after acceptance by the Commission. The total contract amount is $13,333.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ea

NOTED ON CARD
em

RECEIVED
FORM E-123 5M 4-58

FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

1-23-61

5186

June 17, 1958

H. G. Wirtz
2000 Highway 199
Grants Pass, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5186, awarded May 8, 1958,
for Dooley Mountain Summit Sand Shed on
Baker-Unity Highway in Baker County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
1958
FOR FILING

May 12, 1958

Mr. H. G. Wirtz
2090 Highway 199
Grants Pass, Oregon

Dear Mr. Wirtz:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5[illegible] for the Dooley Mountain Summit Sand Shed on the Baker-Unity Highway in Baker County.

This award was based on your bid of $13,433.00 which was the low bid submitted to the Commission on May 8, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
APR 8 1958
FOR FILING
I-[illegible]51
5186

K

Salem, Oregon
April 7, 1958

Mr. Ivan Merchant
Bridge Engineer

Dooley Mountain Sand Shed,
Baker-Unity Highway

Attached is a letter, a Special Use Permit, and a sketch map for a proposed sand shed on Dooley Mountain on the Baker-Unity Highway in Baker County.

Will you kindly proceed with the preparation of the necessary plans and for the contracting of this sand shed.

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

Attachment

RECEIVED

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3, 1958

SUBJECT: Dooley Mt. Sand Shed
Baker-Unity Hwy., M.P. 29.07

To:

Mr. P. M. Stephenson
Assistant State Highway Engineer
Office

I am enclosing herewith a copy of a letter from A. F. Parson regarding the proposed Sand Shed on Dooley Mountain, copy of a Special Use Permit from the Forest Service for the area to be covered by the shed, and a print of the sketch map showing the topography of the area involved.

If you approve the construction as outlined will you have the necessary plans prepared for a shed as shown on standard drawing #12594. Maximum snow load could, in an unusual year, reach 7 or 8 feet. Other information as to the floor elevation and location of the shed are shown on the sketch.

E F Chidsey

E. F. Chidsey
Assistant Maintenance Engineer

EFC:hl
Encls.

cc: A. F. Parson

RECEIVED
APR 4 1958
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
P. M. STEPHENSON

20-1620 Eugene Traffic Signals 1958
on Pacific Hwy. at Lincoln
#5137 St.

(1A)
1963

RECEIVED

FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

October 3, 1958

(CONTRACT NO.) 5187	(EST. NO.)	(CONTRACTOR)	
5187	3 Final	Steeck Electric Company	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23037	H224959	$ 695.63	10-3-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 80 workdays from May 22, 1958

Time Extensions: None

Completion Date: Sept. 15, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Oct. 28, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:
OCT 28 1958
J.C.

NOTED ON CARD
em

RECEIVED
SEP [illegible] 1958
FOR FILING

[illegible]

5187

Sept. 26, 1958

CERTIFIED MAIL

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

State Highway Contract No. 5187 for traffic signal installation on the Eugene Section of the Pacific Highway in Lane County was completed by the contractor, Steeck Electric Company, on Sept. 15, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $695.63 will be released to the contractor after acceptance by the Commission. The total contract amount is $5,565.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: W. O. Knox Insurance Service
American Bank Bldg.
Portland, Oregon

NOTED ON CARD
em

FORM 2-129 5M 6-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN 12 1958
FOR FILING

[illegible]

5187

June 12, 1958

Steeck Electric Company
P. O. Box 1243
Medford, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5187, awarded May 8, 1958, for Eugene Traffic Signal Installation on the Pacific Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY [illegible] 1958
FOR FILING

[illegible]

5187

Salem, Oregon
May 13, 1958

MISC. CONTRACTS and
AGREEMENTS No. 1963

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached is a conformed copy of an agreement with the City of Eugene covering the installation of traffic signals at the intersections of 6th and 7th Streets with Lincoln Street in Eugene.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Eugene.

Secretary

rn
Attach: 1

FORM E-30 50M 8-57—6883

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1958

SUBJECT: Traffic Signal Agreement
City of Eugene

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the installation of traffic signals at the intersections of 6th and 7th Streets with Lincoln Street in Eugene. Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
Asst State Highway Engineer
Date May 1, 1958

APPROVED BY HIGHWAY COMMISSION
DATE 12-5-57 Minute Page 38
Secretary

RECEIVED
MAY 1 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 14 1958
FOR FILING

[illegible]

[illegible]

May 13, 1958

Daniel O. Potter, City Recorder
City Hall
Eugene, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Eugene covering the installation of traffic signals at the intersections of 6th and 7th Streets with Lincoln Street in Eugene.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAY 13 1958
FOR FILING

20-16

5187

May 12, 1958

Steeck Electric Company
P. O. Box 1243
Medford, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5187 for Eugene Traffic Signals on Pacific Highway at Lincoln Street in Lane County.

This award was based on your bid of $5,565 which was the low bid submitted to the Commission on May 8, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
MAY 2 1958
FOR FILING

59-1620

5187

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 30, 1958

To: Mr. G. H. Maison
OFFICE

SUBJECT: Advance Deposit
City of Eugene

318

Attached is City of Eugene Warrant No. 7607 in the amount of $4,200. This amount represents the city's share of the estimated cost of the traffic signal installation at the intersections of 6th and 7th Streets with Lincoln Street.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

cc: G. S. Paxson
S. H. Probert
J. Al Head

NOTED
G. S. PAXSON

RECEIVED
1 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM 8-BOX—27,800—8-57—6584

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 14, 1958

SUBJECT: State-City Agreement
Traffic Signal Installation
Sixth and Seventh Avenues (US99)
at Lincoln Street
Eugene

To: Clarence Swanson
County & City Relations Engr.
Office

There are attached six copies of a State-City agreement covering the installation of traffic signals at the intersections of Sixth and Seventh Avenues with Lincoln Street in the City of Eugene. These agreements have been checked and found correct. Will you please care for their further processing.

ORIGINAL SIGNED BY F. B. CRANDALL
Traffic Engineer

F. B. Crandall
Traffic Engineer

VFJ:kg
Attachments
cc: G. S. Paxson

NOTED

RECEIVED
APR 14 1958
OFFICE OF
STATE HIGHWAY ENGINEER

2

RECEIVED
JAN 24 1958
FOR FILING

January 22, 1958

318

Mr. Robert A. Finlayson
City Manager
City of Eugene
Eugene, Oregon

Dear Mr. Finlayson:

This will acknowledge receipt of your letter of January 3, addressed to Mr. Crandall and suggesting the possibility of joint pole usage in connection with the proposed traffic signal installations on Sixth and Seventh Avenues (US99) at Lincoln Street.

A conference was recently held between representatives of the Traffic Engineering Division, Mr. Harlen Baxter, City Traffic Engineer, and Mr. William Eaton, Engineer from the Eugene Water and Electric Board. As a result of this meeting, it is understood that the joint usage of steel poles will be feasible and all necessary technical details have been taken care of at the above-mentioned meeting.

The estimated additional cost of the material required for joint pole usage is $200. This cost must be borne solely by the City of Eugene. The necessary arrangements for the payment of this amount will be taken care of at such time as the State-City agreement is prepared.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall

VPJ:kg:gm

January 3, 1958

Johnson

[illegible] Randall, Traffic Engineer
[illegible] State Highway Department
[illegible] Highway Building
Salem, Oregon

Dear Mr. Randall:

Enclosed herewith is a copy of a letter from Mr. Ralph W. [illegible] Jr., Chief Engineer, Eugene Water & Electric Board, concerning the joint use of the steel poles at the intersections of 6th and 7th Avenue with Lincoln Street. The four poles involved are the northwest and southwest corners of both intersections.

As requested in Mr. Martin's letter, please advise what [illegible] will be and to whom paid for this additional equipment.

If you have any questions concerning the equipment [illegible], please contact Mr. William Eaton or Mr. Martin of the Eugene Water & Electric Board.

Very truly yours,

Robert A. Finlayson
City Manager

[illegible]
Encl.
cc: [illegible]

RECEIVED
JAN 6 1958
TRAFFIC ENGINEER

C
O
P
Y

December 27, 1957

Mr. R. A. Finlayson
City Manager
City of Eugene
Eugene, Oregon

Dear Mr. Finlayson:

This is in reply to your Traffic Engineer's verbal request concerning joint use of new metal poles for street lighting and traffic signals at the intersections of Lincoln Street with W. 6th and 7th Avenues.

The Eugene Water & Electric Board is interested in such joint use, and will pay reasonable charges for the extra facilities. Please advise what the extra cost for the additional equipment will be, and to whom paid.

Our specifications for the additional equipment are as follows:

Sufficient additional pole length to give a luminaire mounting height of 30 feet.
Mast arm to be 8 feet in length, with protable attachment to pole to give above mounting height; arm to be 2 inch diameter with 1 1/4 inch end.
Arm to have two top tie rods to short brace arm on pole.
Anchor-base type of pole will be satisfactory for our use.
No attachments for ballasts or insulators.

Yours very truly,

EUGENE WATER & ELECTRIC BOARD

By:

Ralph W. Martin, Jr.
Chief Engineer

RWM, jr.:ln
(WEE, jr.)

Copy Made 1-20-58 by pk

RECEIVED
DEC 31 1957
FOR FILING

12/5/57
49-3

December 18, 1957

318

Mr. Robert A. Finlayson
City Manager
City of Eugene
City Hall
Eugene, Oregon

Dear Mr. Finlayson:

Sometime ago you asked the State Highway Department to investigate the need for installation of traffic signals on the Pacific Highway (6th and 7th Avenues) at Lincoln Street in your city.

Such investigation has been made and the findings were reported to the State Highway Commission at its meeting on December 5, 1957. The Engineer at that time pointed out that the installation of signals on 6th Avenue and 7th Avenue at Lincoln Street would be an extension of the present signal system in the central business area, and it was his recommendation that a cooperative agreement be made with the City providing for the installation of signals at these locations. The estimated total cost involved is $8,000 which would be paid equally by the State and the City.

The Highway Commission approved the installation of these signals as recommended subject to the condition that the City will maintain the signals and will furnish electrical energy to operate them at no expense to the State. The matter is to be covered by a written agreement between the City and the State which will be prepared in this office.

I take this opportunity to extend to you and Mrs. Finlayson best wishes for a very enjoyable holiday season and health and prosperity throughout the coming year.

Sincerely yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: F. B. Crandall

RECEIVED
DEC 2 1957
FOR FILING

December 2, 1957

Oregon State Highway Commission

Gentlemen:

Mr. Robert A. Finlayson, City Manager of Eugene, has requested that the Department investigate the need for installation of traffic signals on the Pacific Highway (6th and 7th Avenues) at Lincoln Street in Eugene. The Traffic Engineer has recently completed his investigation and advises that the minimum total volume warrants and volume warrants for interruption of traffic flow are met.

The installation of signals on 6th and 7th Avenues at Lincoln Street would be an extension of the present signal system in the central business area. It is my recommendation that we enter into a cooperative installation with the City of Eugene for a total estimated cost of $8,000 to be shared equally between the City and the State and that the City maintain and furnish electrical energy for the operation of the signals.

There are sufficient funds in the 1958 Minor Betterment Budget for Traffic Signal Projects to be Selected to cover this installation.

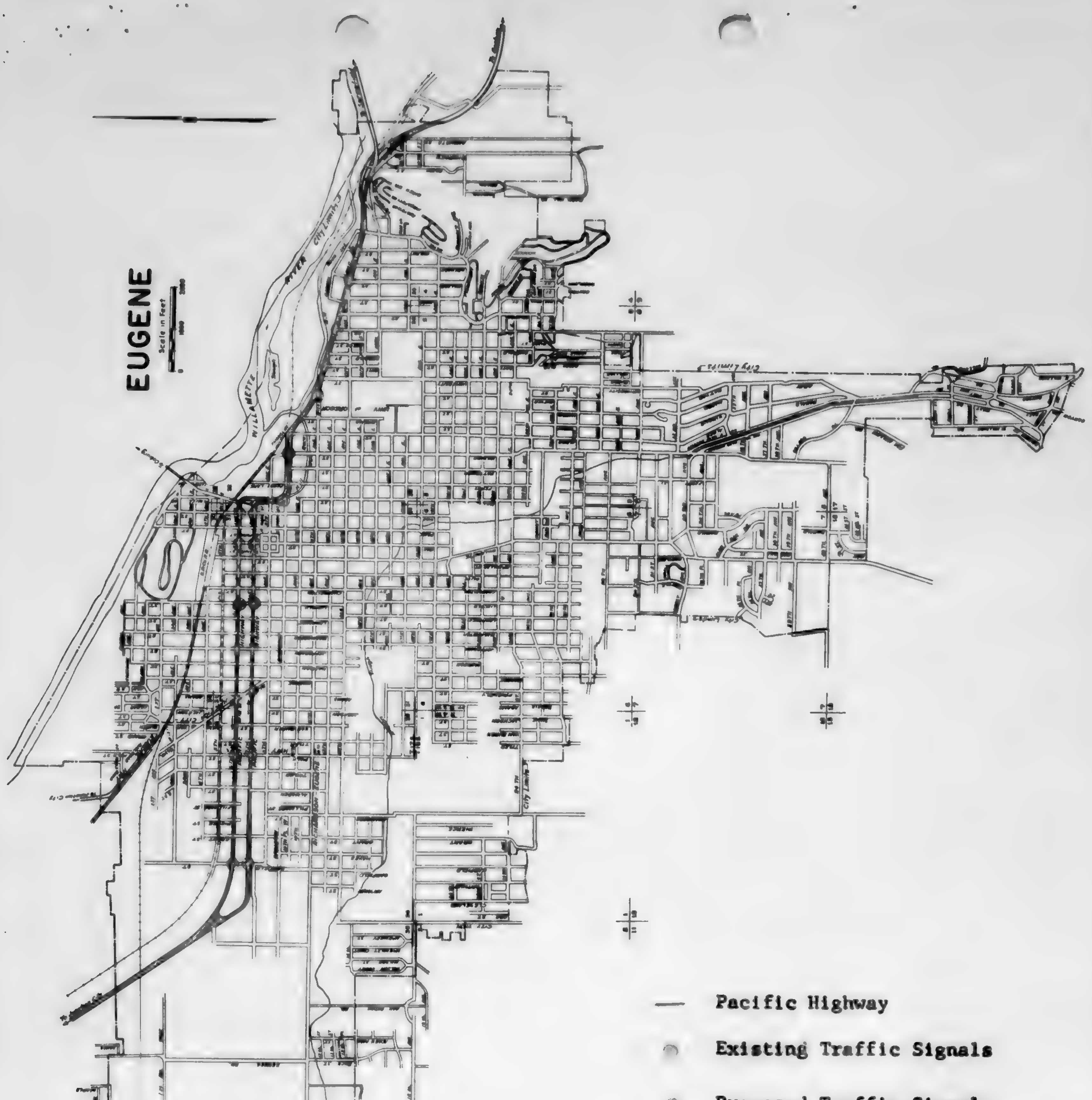
This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson
Mr. F. B. Crandall
Mr. C. H. Maison

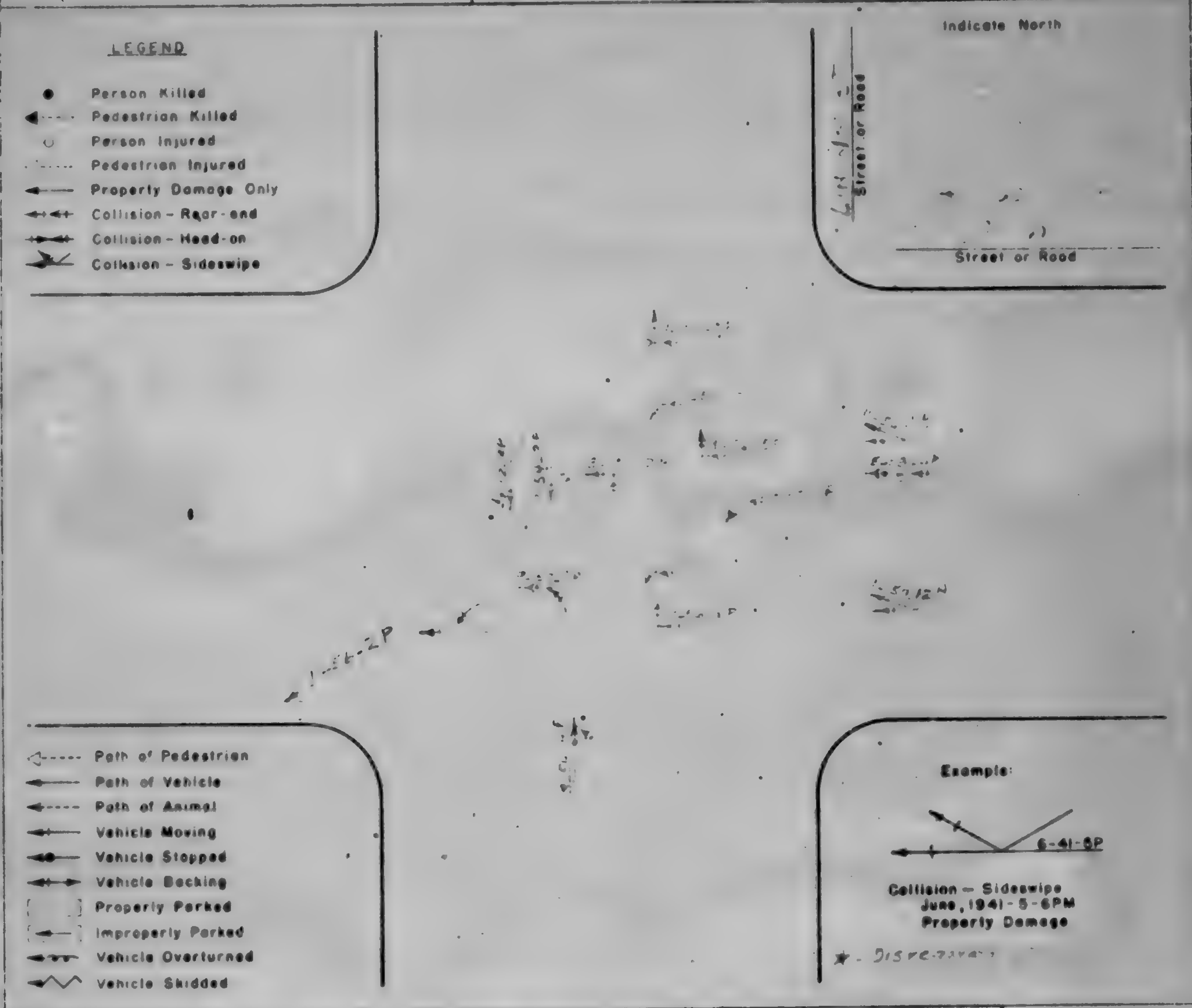
JAH:njs fn


EUGENE
Scale in Feet
0
1000
2000
Willamette River
City Limits
— Pacific Highway
● Existing Traffic Signals
● Proposed Traffic Signals

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

City of [illegible] County [illegible]
Intersection of [illegible] and [illegible]
Highway Number [illegible]
Period Covered [illegible]
Compiled by [illegible] Drawn by [illegible] Date



Collision Type	[illegible]				[illegible]				1956				[illegible]							
	Fatal	Non fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total
Angle				1		1		1			2	2								
Head-on																				
Rear-end																				
Sideswipe																				
Turning Movement							1													
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc.																				
TOTAL			[illegible]	5		1	3	4			4	4			2	2				

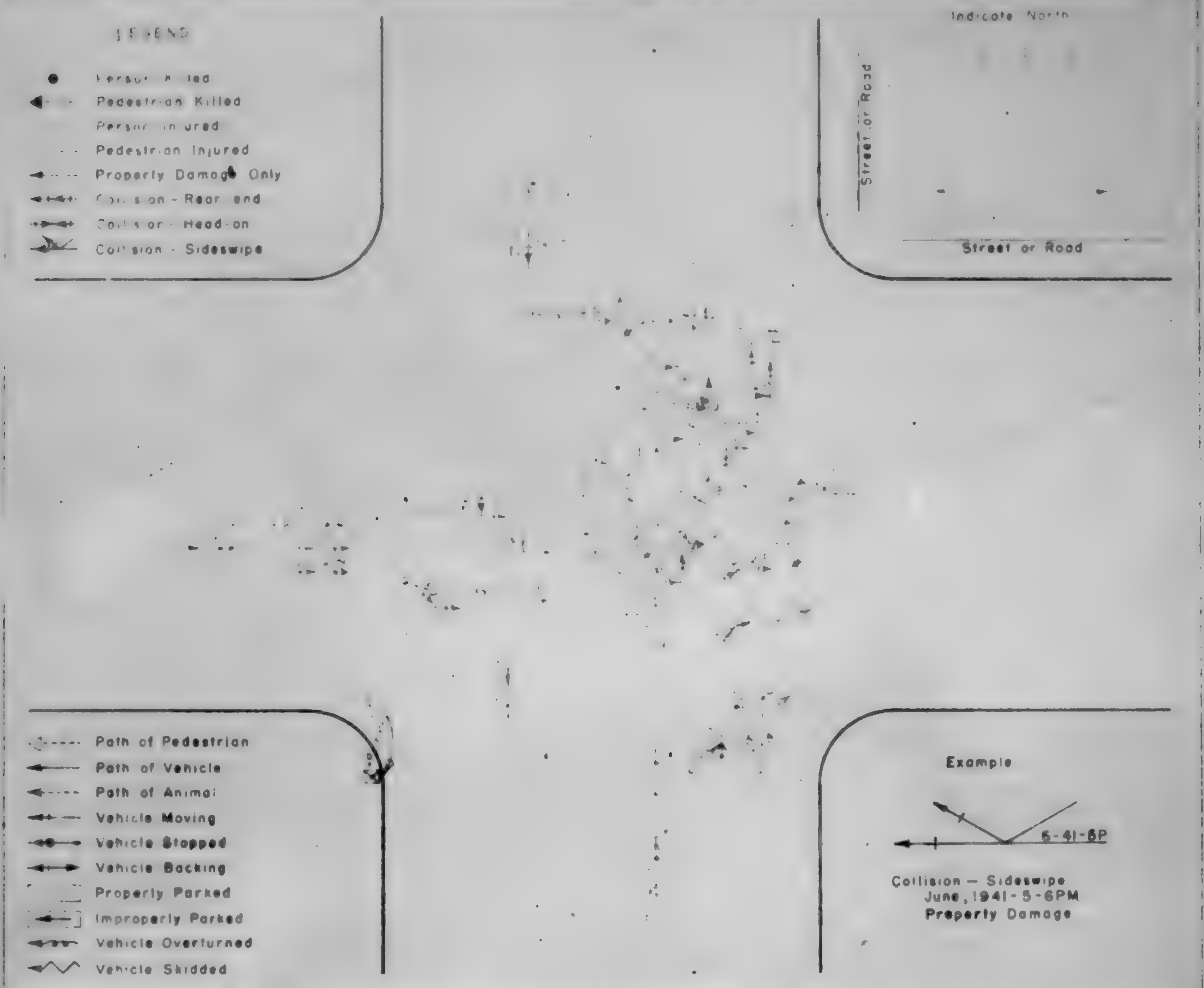
Form E-260 — 2M — 11-46

954-3
1955-1

Oregon State Highway Department
Traffic Engineering Division
Accident Analysis

COLLISION DIAGRAM

City of County
Intersection of and
Highway Number
Period Covered
Compiled by Drawn by Date



LEGEND

- ● Person Killed
- ◀- - Pedestrian Killed
- Person Injured
- - - Pedestrian Injured
- ◀- - - Property Damage Only
- Collision - Rear end
- Collision - Head-on
- Collision - Sideswipe

- Path of Pedestrian
- Path of Vehicle
- Path of Animal
- Vehicle Moving
- Vehicle Stopped
- Vehicle Backing
- Properly Parked
- Improperly Parked
- Vehicle Overturned
- Vehicle Skidded

Example

6-41-6P

Collision — Sideswipe
June, 1941 - 5-6PM
Property Damage

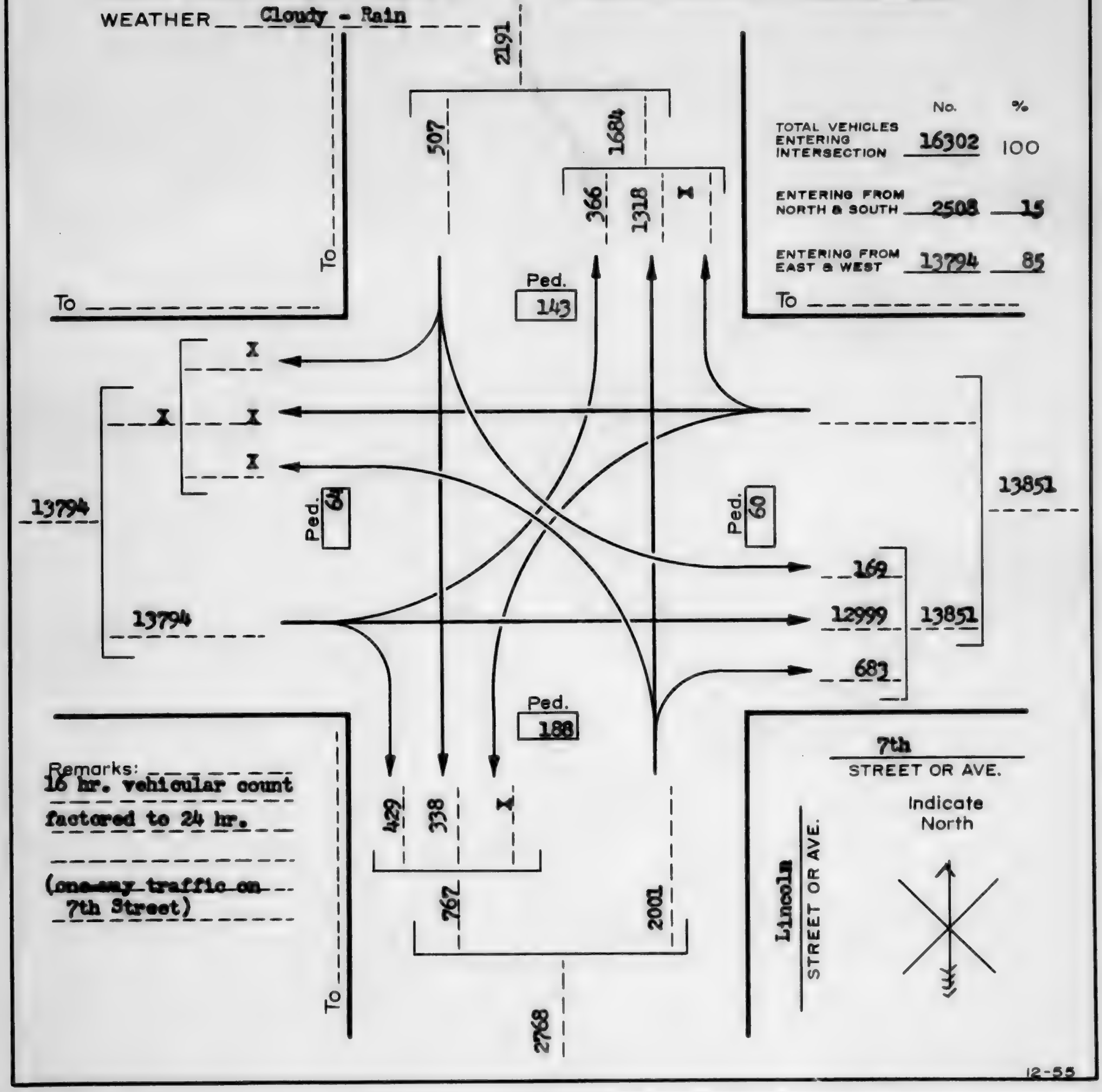
Collision Type	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total	Fatal	Non-fatal	Prop Damage	Total
Angle																				
Head-on																				
Rear-end																				
Sideswipe																				
Turning Movement																				
Parking																				
Non-collision																				
Fixed Object																				
Pedestrian																				
Backing																				
Misc																				
TOTAL																				

Form E-260 -- 2M — 11-45

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE November 15, 1957
DAY OF WEEK Friday
ACTUAL COUNT (VEH.) 16 HRS.
HOURS COUNTED 6 AM - 10 PM
PEDESTRIAN COUNT 16 HRS.
HOURS COUNTED 6 AM - 10 PM
WEATHER Cloudy - Rain

CITY OF Eugene
INTERSECTION OF 7th Avenue
AND Lincoln Street
STATION NO.
CODE NO.
CLASSIFICATION All Vehicles



	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	16302	100
ENTERING FROM NORTH & SOUTH	2508	15
ENTERING FROM EAST & WEST	13794	85

Remarks:
16 hr. vehicular count
factored to 24 hr.

(one-way traffic on
7th Street)

7th
STREET OR AVE.

Lincoln
STREET OR AVE.

Indicate North

12-55

OREGON STATE HIGHWAY DEPARTMENT
Traffic Engineering Division
TWENTY-FOUR HOUR VEHICULAR VOLUME

DATE November 13, 1957

DAY OF WEEK Wednesday

ACTUAL COUNT (VEH.) 16 HRS.

HOURS COUNTED 6 AM - 10 PM

PEDESTRIAN COUNT 16 HRS.

HOURS COUNTED 6 AM - 10 PM

WEATHER Cloudy - Rain

CITY OF Eugene

INTERSECTION OF 6th

AND Lincoln

STATION NO.

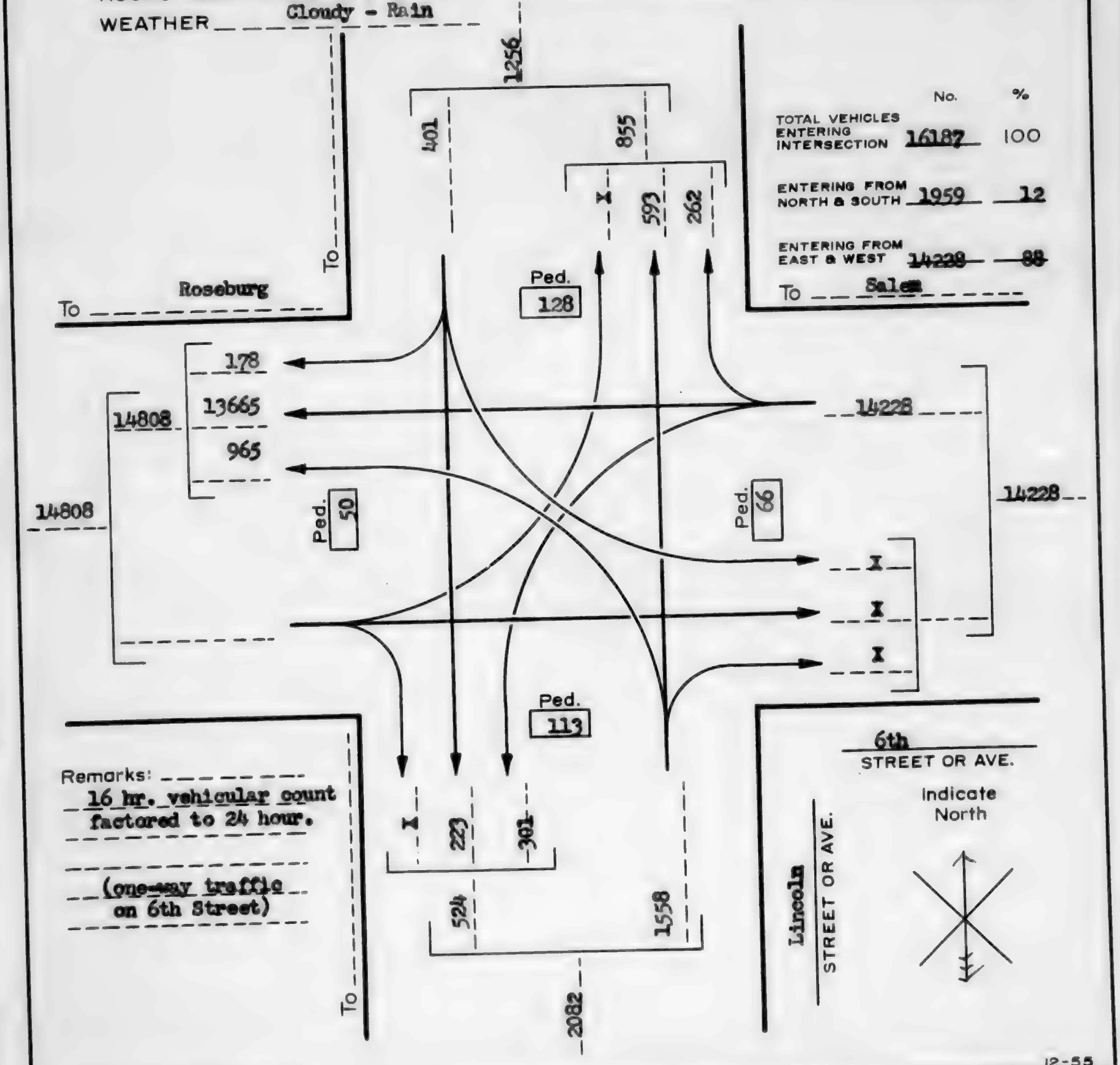
CODE NO.

CLASSIFICATION All Vehicles

	No.	%
TOTAL VEHICLES ENTERING INTERSECTION	16187	100
ENTERING FROM NORTH & SOUTH	1959	12
ENTERING FROM EAST & WEST	14228	88

To Salem

To Roseburg



Remarks:

16 hr. vehicular count factored to 24 hour.

(one-way traffic on 6th Street)

6th
STREET OR AVE.

Lincoln
STREET OR AVE.

Indicate North

12-55

Form E-46—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City

Inte

Stat

Cod

Date November 15, 1957

Day of week Friday

Hours counted 6 AM - 10 PM

Weather Cloudy - Rain

Classification All Vehicles

SUMMARY BY MOVEMENTS

	TIME	North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
A. M.	6:00- 7:00	3			6	2	4		286		7	6		314	16	5	298	95
	7:00- 8:00	9			42	11	36		819		16	29		962	72	7	890	93
	8:00- 9:00	6			30	30	71		821		37	60		1055	144	14	911	86
	9:00-10:00	9			15	22	49		799		32	35		961	112	12	849	88
	10:00-11:00	15			21	23	137		958		59	32		1245	234	19	1011	81
	11:00-12:00	20			25	23	129		908		55	34		1194	227	19	967	81
P. M.	12:00- 1:00	10			22	31	107		772		43	19		1004	191	19	813	81
	1:00- 2:00	16			39	29	133		1000		55	35		1307	233	18	1074	82
	2:00- 3:00	12			19	22	119		850		61	33		1116	214	19	902	81
	3:00- 4:00	19			17	28	108		910		45	24		1151	200	17	951	83
	4:00- 5:00	13			23	19	98		1094		61	39		1347	191	14	1156	86
	5:00- 6:00	9			26	29	103		876		77	17		1137	218	19	919	81
	6:00- 7:00	4			11	12	37		573		19	9		665	72	11	593	89
	7:00- 8:00	4			15	12	28		552		26	11		648	70	11	578	89
	8:00- 9:00	2			10	12	20		271		8	4		327	42	13	285	87
	9:00-10:00	3			12	2	19		328		20	3		387	44	11	343	89
	10:00-11:00																	
	11:00-12:00																	
A. M.	12:00- 1:00																	
	1:00- 2:00																	
	2:00- 3:00																	
	3:00- 4:00																	
	4:00- 5:00																	
	5:00- 6:00																	
24-Hour total		169			366	338	1318		12999		683	429		16302	2508	15	13794	85
-Hour total																		
16-Hour total		154			333	307	1198		11817		621	390		14820	2280	15	12540	85
Control														✓				
Factor																		

Tabulated

Computed

Checked

Checked

Lincoln St. is North and South

7th St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Eugene

Intersection 7th and Lincoln

Station number

Code number

Classification All Vehicles

								SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	North	East	West	South	North	East	West	South
7	6		314	16	5	298	95					3	1	-	1
16	29		962	72	7	890	93					14	4	2	20
37	60		1055	144	14	911	86					17	5	10	23
32	35		961	112	12	849	88					7	4	2	9
59	32		1245	234	19	1011	81					7	2	6	7
55	34		1194	227	19	967	81					11	3	6	16
43	19		1004	191	19	813	81					8	7	2	13
55	35		1307	233	18	1074	82					19	8	5	11
61	33		1116	214	19	902	81					8	1	1	10
45	24		1151	200	17	951	83					10	9	5	11
61	39		1347	191	14	1156	86					12	8	10	19
77	17		1137	218	19	919	81					14	4	9	31
19	9		665	72	11	593	89					7	1	1	8
26	11		648	70	11	578	89					3	2	-	1
8	4		327	42	13	285	87					2	-	-	3
20	3		387	44	11	343	89					1	1	5	5
683	429		16302	2508	15	13794	85	2191	13851	13794	2768				
621	390		14820	2280	15	12540	85	1992	12592	12540	2516	143	60	64	188
			14												

Tabulated by

Computed by

Checked by

Checked by

South

West

Form E-48—2M

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

Date November 13, 1957
Day of week Wednesday
Hours counted 6 AM - 10 PM
Weather Cloudy - Rain

Classification All Vehicles

Cit
Inte
Stat
Cod

	TIME	North to East	East to North	North to West	West to North	North to South	South to North	East to West	West to East	East to South	South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total
A. M.	6:00– 7:00		5	2		3	12	358		-			10	390	27	7	363	93
	7:00– 8:00		20	9		8	47	851		15			19	969	83	9	886	91
	8:00– 9:00		16	16		28	43	787		25			47	962	134	14	828	86
	9:00–10:00		14	11		17	45	746		16			28	877	101	12	776	88
	10:00–11:00		24	13		20	35	753		17			63	925	131	14	794	86
	11:00–12:00		18	14		10	40	892		18			94	1086	158	15	928	85
P. M.	12:00– 1:00		19	11		21	50	952		16			85	1154	167	14	987	86
	1:00– 2:00		21	6		10	44	860		23			68	1032	128	12	904	88
	2:00– 3:00		27	10		17	57	972		26			87	1196	171	14	1025	86
	3:00– 4:00		21	11		17	42	998		25			90	1204	160	13	1044	87
	4:00– 5:00		28	24		18	54	1168		29			96	1417	192	14	1225	86
	5:00– 6:00		7	11		18	26	1135		26			97	1320	152	12	1168	88
	6:00– 7:00		9	7		5	10	590		10			28	659	50	8	609	92
	7:00– 8:00		2	9		4	14	513		9			23	574	50	9	524	91
	8:00– 9:00		3	3		2	15	385		10			23	441	43	10	398	90
	9:00–10:00		4	5		5	5	463		9			19	510	34	7	476	93
	10:00–11:00																	
	11:00–12:00																	
A. M.	12:00– 1:00																	
	1:00– 2:00																	
	2:00– 3:00																	
	3:00– 4:00																	
	4:00– 5:00																	
	5:00– 6:00																	
24-Hour total			262	178		223	593	13665		301			965	16187	1959	12	14228	88
-Hour total																		
16-Hour total			238	162		203	539	12423		274			877	14716	1781	12	12935	88
Control																		
Factor																		

Tabulated
Computed
Checked
Checked

Lincoln St. is North and South
Sixth St. is East and West

STATE PRINTING DEPT.

OREGON STATE HIGHWAY COMMISSION
Traffic Engineering Division

SUMMARY OF TRAFFIC COUNT

City of Eugene
Intersection 6th and Lincoln
Station number
Code number

Classification All Vehicles

South to East	West to South	South to West	TOTAL	From North and South	Per Cent of Total	From East and West	Per Cent of Total	SUMMARY BY LEGS				PEDESTRIANS USING CROSSWALKS			
								North	East	West	South	North	East	West	South
		10	390	27	7	363	93					3	1	-	3
		19	969	83	9	886	91					6	6	3	3
		47	962	134	14	828	86					6	11	5	10
		28	877	101	12	776	88					13	6	3	6
		63	925	131	14	794	86					7	3	4	7
		94	1086	158	15	928	85					5	4	3	8
		85	1154	167	14	987	86					6	8	2	8
		68	1032	128	12	904	88					10	6	8	11
		87	1196	171	14	1025	86					14	4	-	11
		90	1204	160	13	1044	87					14	5	5	7
		96	1417	192	14	1225	86					18	6	9	18
		97	1320	152	12	1168	88					13	5	-	11
		28	659	50	8	609	92					6	-	2	5
		23	574	50	9	524	91					2	-	6	-
		23	441	43	10	398	90					1	-	-	4
		19	510	34	7	476	93					4	1	-	1
		965	16187	1959	12	14228	88	1256	14228	14808	2082				
		877	14716	1781	12	12935	88	1142	12935	13462	1893	128	66	60	113

Tabulated by

Computed by

Checked by

Checked by

bth

est

CITY OF EUGENE
OFFICE OF CITY MANAGER
EUGENE, OREGON

October 11, 1957

REFERRED TO
Paxson
By State Highway Engineer

PLEASE RETURN TO
G. S. PAXSON

Mr. W. C. Williams
State Highway Engineer
State Highway Building
Salem, Oregon

Dear Mr. Williams:

We have at this time money budgeted for the installation of traffic signals at the intersections of 6th Avenue and 7th Avenue with Lincoln Street.

Will you please have your Traffic Engineering Division make a study of these intersections to see if they warrant signalization. We would like to enter into a program on a 50/50 basis with your department to have these signals installed.

Very truly yours,

Robert A. Finlayson

Robert A. Finlayson
City Manager

c-HB:d
cc-HBaxter

RECEIVED
OCT 11 1957
OREGON
STATE HIGHWAY COMMISSION

20-4219 Div. No. 3 (North) Oiling 1958
Proj. on six st. hwys. and
#0188 one camp road

RECEIVED
DEC 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

12/12/58

20-4219
(CONTRACT NO.)

(EST. NO.)

(CONTRACTOR)

28915 5185
(VOUCHER NO.)

5188 Est 4 F
(WARRANT NO.)

J. C. Compton Co.
(AMOUNT) (DATE)

H230861

$ 1,564.90 12/12/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

J B Herr
ACCOUNTING DIVISION

Specified completion date: 85 workdays from May 19, 1958

Time Extensions: None

Completion Date: Aug. 23, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Dec. 17, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:

1958

NOTED ON CARD

RECEIVED
DEC 12 1958
FOR FILING

NOTED
W. C. WILLIAMS

December 8, 1958

Division No. 3 (North)
Contract No. 5188

20-4211

Item

FINAL COST ANALYSIS
Oiling
J. C. Compton, Contractor
H. E. Mayfield, Resident Engineer

Six State Highways
Prefix 20-4219

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Shoulders	2.57	Mile	$250.00	$226.24	$ 581.43	$ 642.50
Preparation of Base	40.56	Mile	50.00	45.17	1,832.31	2,028.00
Furnish and Place Aggregate	1,405	Cu. Yd.	3.70	3.56	5,003.41	5,198.50
Hauling Aggregates	18,065.0	Yd.Mile	0.17	0.158	2,850.75	3,071.05
Placing Aggregates	6,665	Cu. Yd.	0.90	0.83	5,541.25	5,998.50
120-150 Asphalt	486.68	Ton	41.00	40.00	19,465.77	19,953.88
200-300 Asphalt	331.33	Ton	41.00	41.04	13,598.70	13,584.53
Force Account					744.15	606.66
					$49,617.77	$51,083.62

Gross Revenue	$51,083.62
Total Cost	49,617.77
Net Profit	$ 1,465.85

Net profit equals 2.87% of the gross revenue.

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DEC 10 1958
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COSTS

Labor:			
Labor		$ 9,764.57	
Labor Insurance		707.79	
Health and Welfare		302.39	
			$10,774.75
Materials:			
120-150 Asphalt	486.68 Tons at $26.00	$12,653.68	
200-300 Asphalt	75.70 Tons at $26.00	1,968.20	
200-300 Asphalt	255.63 Tons at $27.00	6,902.01	
Freight on Asphalt		6,147.59	
Aggregates		2,864.00	
			$30,535.48
Equipment Rental and Miscellaneous Supplies:			
Equipment Rental		$ 5,174.83	
Gas, Oil and Grease		1,987.67	
Bond		257.64	
P. U. C.		305.27	
Small Tools and Miscellaneous Supplies		34.50	
Home Office and General Overhead		262.79	
			$ 8,022.70
Sub-contract			284.84
Total Cost			$49,617.77

REMARKS:

This was a "State Project" calling for the construction of an oil mat wearing surface of various types on 40.56 miles on six State Highways and 2.57 miles of highway shoulders in Lane and Douglas Counties. The project was bid and awarded May 8, 1958, work started June 30, 1958, and was completed August 23, 1958.

The contractor moved in his equipment and started oiling on Units "K", "L", and "M" June 30th using eight 5-yd. dump trucks, one 3½-yd. loader, two blades, two 3-leg rollers and one rubber-tired roller, one broom, one 2,000-gal. distributor, two tank trucks and one pickup for a pilot car, and one retort. Units "K", "L", "M", and "N" on the Oregon Coast Highway were completed in this order by July 1st. Unit "O" at Honeyman Park was not ready for oiling at this time so the contractor hired Berry Creek Construction Company to oil this at a later date. The aggregates for the above units came from State stockpiles.

The contractor moved to Units "E" and "G" on the Siuslaw Highway July 2nd and completed them in that order July 3rd. He moved to Unit "F" and completed 6,400' the same day, then shut down until after the holidays, returning to work July 7th and completing Unit "F" using State-supplied aggregates. The contractor then moved to Units "I" and "H" on the Richardson-Eugene Highway July 8th. The aggregate for this section was purchased from both the Eugene Sand and Gravel Company and the Wildish Sand and Gravel Company. This section was completed July 9th. The contractor then moved to Unit "J" on the Springfield-Creswell Highway and completed 2,800' and completed it on July 10th using all but the ¼"-#10 from State stockpile and the ¼"-#10 from Wildish Sand and Gravel Company. This section, due to the hot weather, started to flush the next day so the State and the contractor hauled several loads of ¼"-#10 and spread over the oil mat before it stopped. The contractor was then shut down due to a strike of the Operating Engineers until August 15th at which time he returned to work on Units "A", "B", and "D" and they were completed August 16th. He then moved to Unit "C" August 18th and completed it August 22nd.

The contractor shows only a small profit due to a low bid on the asphalt.

M. N. Juve
Chief Cost Analyst

By

C. E. Layton

A

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DEC [illegible] 1958
FOR FILING

20-4219

5188

Dec. 5, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 5188, for Division No. 3 (North) Oiling Project on six highways in Lane and Douglas Counties was completed on Aug. 23, 1958, and was formally accepted by the Highway Commission on Sept. 11, 1958.

Final payment in the amount of $1,564.90 will be released to the contractor on or after Dec. 15, 1958. The total contract amount is $51,083.62, of which amount $606.66 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Gordon Carey Ins. Agency
334 Third St.
McMinnville, Oregon

NOTED ON CARD
em

RECEIVED
SEP 25 1958
FOR FILING

[illegible]

5188

Mrs Middleton to note on card HOS

file

Sept. 23, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to J. C. Compton Company a portion of the funds heretofore retained by the Commission on Contract No. 5188, for Division No. 3 (North) Oiling Project on six highways in Lane and Douglas Counties.

This payment, in the amount of $19,216.28, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,531.51. The present payment will be released on or after October 3, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: Gordon Carey Insurance Agency
334 Third St.
McMinnville, Oregon

NOTED ON CARD
am

Form E-1—10M—7-57

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 23, 1958

Section Division # 3 Oiling Project (North)

Kind of work Oiling

Highway 6 State Highways County Lane & Douglas

Section prefix 20-4219

Contractor J. C. Compton Co.

Contract number 5188

Date of contract May 8, 1958

Specified work days 85

Date work started June 30, 1958

Work days used 39

Project authorization $75,924.56

Exclusive of engineering $70,525.48

Per cent of time elapsed 38.82 %

Estimated cost of completed project, exclusive of engineering $69,951.36

Estimated per cent overrun or underrun 0.81 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $5,399.08

Engineering cost to date $4,729.96, 87.61 %

Date project was completed August 23, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor oiled Unit C on the McKenzie Highway Saturday, August 16, and oiled Unit D on the McKenzie Highway August 18-20 and maintained it the remainder of the week.

Saturday, August 23, will be the completion date.

Mr. Morgan, Mr. Coffey, and Mr. Sage inspected the Units C and D wed. Aug. 20.

This will be the last weekly report.

CONSTRUCTION DIVISION
RECEIVED
AUG 25 1958
NOTED-- Ey B ☐ P
CE ACE ACE COE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed N. E. Mayfield

Address 2141 E. 15 Ave. Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 5146

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				44.05	
Miles partially completed				0	
Miles completed				44.05	
Total estimated quantities (contract)				880 tons 6880 c.y.	
Total quantities corrected to date				818 tons 6630 c.y.	
Estimated quantities moved or placed to date				818 tons 6630 c.y.	
Average daily quantities					
Average daily quantities necessary to complete project on time				0	
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				10	
Men				3	
Supervision				1	
Men and trucks under 3 tons				3	
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers .... Distributor 1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	fair		
Tuesday	fair		
Wednesday	overcast		
Thursday	fair		
Friday	fair		
Saturday			

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JUN 6 1958
FOR FILING
[illegible]

FORM E-121 SM

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 5, 1958

J. C. Compton Co.
P. O. Box 86
McMinnville, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5188, awarded May 8, 1958, for Division No. 3 (North) Oiling Project on six highways in Lane and Douglas Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

FOR FILING

5188

May 12, 1958

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5188 for oiling project on six state highways and one camp road near Dexter, Blue River, Blachly, Swisshome, Eugene, Florence and Reedsport in Lane and Douglas Counties.

This award was based on your bid of $51,528.50 which was the low bid submitted to the Commission on May 8, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

F-133(14) Thiel Jr. Sec. of the 1959
Oregon Coast Hwy.
#7189 ([illegible] Placement)

5189

Monthly transaction number 11-112	R-2A U.S. DEPARTMENT OF COMME (8-31-57) BUREAU OF PUBLIC ROADS	ate **Oregon**
Project report number	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Lincoln**
		Project number **F-133(14)**

RECEIVED
NOV 21 1958
FOR FILING

F-133(14)
5189

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **July 23**, 19**58**, is hereby modified as follows:

~~Revised~~ estimated total cost of project $ **24,415.00**

~~Revised~~ Federal funds $ **15,000.00**

Other revisions

To correct effective date of authorization for preliminary engineering to read 4-1-58 and construction to read 4-23-58 in place of those shown on the original project agreement dated July 23, 1958.

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **21** day of **November**, 19**58**.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Forrest Cooper

State Highway Engineer
(Title)

By __________

(Title)

By __________

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

USComm-DC 11170

November 19, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of notification of project agreement, signed by the Highway Commission, for the Thiel Creek Section, Project No. F-133(14).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

RNC:lmw

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to
08-35.5

November 13, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Attached are two copies of proposed modification of Federal-aid project agreement for the following project:

F-133(14) Thief Creek Section

If the project agreement is satisfactory, it should be signed and returned to this office.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
E. H. Cowan
Acting Division Engineer

Encls.

RECEIVED
NOV 14 1958
OFFICE OF
STATE HIGHWAY ENGINEER

To Copies
11/18

5189

Monthly Transaction No. 7-92 FOR FILING	For 2 (9-1) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
		County Lincoln
Project Report No. 7 F-133(14)	**FEDERAL-AID PROJECT AGREEMENT**	Project No. F-133(14)

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

5189

Project termini **Thiel Creek Section - approximately 4 miles south of Newport on U.S. 101.**

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		▨
Preliminary engineering	3-31-58	
Rights-of-Way		▨
Construction	3-31-58	0.018
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 24,415.00	$ 15,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer July 23, 1958

USComm-DC 40257

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Thiel Creek Section, Project No. F-133(14).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:mas

July 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Thiel Creek Section, Project No. F-133(14).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RWC:lmw

Oregon State Highway Department

Federal Aid
Project No. F-133 (14)

THIEL CREEK SECTION OF THE OREGON COAST HIGHWAY

IN LINCOLN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

Type Code P. E.

Preliminary Engineering	All Required		$ 1,000.00

Type Code 6201
Roadway (Sta. 854+03 to Sta. 854+98) (Contract No. 5189)

Drainage Excavation, Unclassified	80 cu.yds.	1.50	120.00
Special Borrow Excavation, Unclassified	7,180 cu.yds.	.60	4,308.00
General Excavation, Unclassified	220 cu.yds.	1.00	220.00
Removal of Bridge	All Required		750.00
132-inch Structural Plate Pipe	136 lin.ft.	88.96	12,098.56
Coarse Crushed Material in Base	110 cu.yds.	4.00	440.00
3/4" - 0 Material in Base	440 cu.yds.	4.00	1,760.00
Sprinkling	18 M-Gal	5.00	90.00
			$ 19,786.56
Flagging (57½% of Contractors Cost)	All Required		500.00
Asphaltic Concrete Paving (S.F.)	All Required		1,000.00
	Subtotal		$ 21,286.56
	10% Engr. & Cont.		2,128.65
	Total		$ 23,415.21

Length of Roadway. . . . . 0.018 mile
Cost of Roadway per mile $130,084.50

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 1,000.00	$ 600.00	$ 400.00
Roadway	23,415.21	14,400.00	9,015.21
	$24,415.21	$ 15,000.00	$ 9,415.21

State Funds For Const: Chap. 175, Laws 1917; Chap. 31, Laws 1920; Chap 529, Laws 1939
State Funds for Maint: Chap. 529, Laws 1939.

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1958
FOR FILING
[illegible]
(CONTRACT NO.) 5189

OREGON STATE HIGHWAY DEPARTMENT
(date)

Sept. 19, 1958

(EST. NO.)
(CONTRACTOR)

5189
(VOUCHER NO.)

3 Final
(WARRANT NO.)

Isaacson Bros.
(AMOUNT)
(DATE)

21599

H223480

$ 614.78

9-19-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 60 workdays from May 19, 1958

Time Extensions: None

Completion Date: July 17, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Oct. 28, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

[illegible] 58

G.C.

NOTED ON CARD
em

RECEIVED
SEP 1958
FOR FILING

Sept. 11, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5189 for work performed on the Thiel Creek Section of the Oregon Coast Highway in Lincoln County was completed by the contractor, Isaacson Bros., on July 17, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $614.78 will be released to the contractor after acceptance by the Commission. The total contract amount is $20,492.50, of which amount $313.98 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

A

RECEIVED
AUG 25 1958
FOR FILING

[illegible]

5189

Aug. 22, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Isaacson Bros. in connection with Contract No. 5189, for culvert, grading and stone base on the Thiel Creek Section of the Oregon Coast Highway in Lincoln County.

This payment, in the amount of $6,970.03, will be released to the contractor on or after Sept. 2, 1958. The retained percentage is $614.78.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—10M

21-1050

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 2 August, 1958

Section Thiel Creek

Kind of work Culvert, Grading & Stone Base

Highway Oregon Coast County Lincoln

Section prefix 21-1050

Contractor Isaacson Bros.

Contract number 5189

Date of contract 8 May, 1958

Specified work days 60

Date work started 9 June, 1958

Work days used 41

Project authorization $23,947.38

Exclusive of engineering $22,244.46

Per cent of time elapsed 68.3%

Estimated cost of completed project, exclusive of engineering $21,493.46

Estimated per cent ~~overrun~~ or underrun 3.38%

Per cent of contract completed, based on total contract price 100%

Engineering authorization $1,702.92

Engineering cost to date $1,660.26, 97.5%

Date project was completed 17 July, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project complete.

Semi-final estimate sent in Thursday, 31 July, 1958.

FINAL REPORT ON THIS PROJECT.

RECEIVED

Eg B

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed R A Lytle

Address P. O. Box 37, Newport, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.02	0.02			
Miles partially completed					
Miles completed	0.02	0.02			
Total estimated quantities (contract)	7,180	550			
Total quantities corrected to date	8,938.6	585			
Estimated quantities moved or placed to date	8,938.6	585			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUL 23 1958
FOR FILING
[illegible]
5189

July 22, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on July 17, 1958, on Contract No. 5189, Thiel Creek Section, in Lincoln County, in connection with Federal Aid Project No. F-133(14).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

cc: Clarence G. Swanson

RECEIVED

08-35.4

5189

July 10, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-133(14), Thiel
Creek Section, Oregon Coast Highway-
State Contract No. 5189 - Order for State
Force Work No. 252 - Furnish and place
asphaltic concrete pavement on roadbed -
Estimated total cost $1,000
Federal Funds $619.

Dear Sir:

We are approving the use of State forces as being in the public interest under the provisions of PPM 21-6.2, on an actual cash basis, for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order and there are no local dealers to furnish materials and equipment.

2. The amount of work is too small to justify a contract and can be accomplished most economically by State maintenance forces, who are adequately equipped to perform the work.

3. The work needs to be accomplished immediately after completion of the crushed rock surfacing in order to permit safe passage of fast-moving traffic over the new facility. The State forces can be moved to the project when the need arises.

Very truly yours,

C. G. Polk
Division Engineer

FORREST COOPER

Orig to SHE

FORREST COOPER

RECEIVED
JUL 7 - 1958
FOR FILING

F- [illegible]

3257

July 3, 1958

Mr. C. C. Tolk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 852 covering paving on the Thiel Creek Section of the Oregon Coast Highway in Lincoln County, Contract No. 5139, in connection with Federal Aid Project No. F-133(14).

This contract consists of replacing a wooden structure with a structural plate pipe culvert. It is necessary that the replaced roadway be paved. The contractor is not equipped to do the work. The amount is too small to contract.

It was anticipated and noted on the plans that the paving is to be done by State maintenance forces. This is in the public interest as being the most economical method of performing the work.

Your approval of this order under the provisions of PPM 21-4.3 is requested.

The total estimated amount of the order is $1,000 with Federal participation of $620.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

RECEIVED
JUL 2 - 1958

FOR FILING
133(14)

5189

July 1, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Thiel Creek Section of the Oregon Coast Highway in Lincoln County, Contract No. 5189, in connection with Federal Aid Project No. F-133(14).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ew

Encl.

FORM E-123 5M 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN 23 1958
FOR FILING

F-133 (14)

June 20, 1958

Isaacson Bros.
P. O. Box 318
Cottage Grove, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5189, awarded May 8, 1958, for culvert, grading and stone base on the Thiel Creek Section of the Oregon Coast Highway in Lincoln County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED

FOR FILING

[illegible]

101

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 9, 1958, on Contract No. 5189, Thiel Creek Section, in Lincoln County, in connection with Federal Aid Project No. F-133(14).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:mm

RECEIVED
FOR FILING
[illegible]
5189

May 12, 1958

Isaacson Brothers
P. O. Box 318
Cottage Grove, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5189 for bridge removal and replacement on the Thiel Creek Section of the Oregon Coast Highway in Lincoln County.

This award was based on your bid of $19,786.56 which was the low bid submitted to the Commission on May 6, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage
I. D. Merchant

RECEIVED
MAY 12 1958
FOR FILING

A

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

F-133(14)

5157

May 9, 1958

Commander 13th Coast Guard District
618 Second Avenue
Seattle 4, Washington

Pioneer Telephone Co-op
Box 188
Philomath, Oregon

Re: U. S. Coast Guard & Pioneer Telephone
Co-op - Telephone Line Adjustment
Thiel Creek Section
Oregon Coast Highway
Lincoln County

Gentlemen:

Bids on the above titled project were received on May 8, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction. It is requested that you proceed with the work as soon as reasonably may be possible.

This work involves the relocation of two poles with their attachments at Thiel Creek in the vicinity of Highway Engineer's Station 854+50.

These poles and attachments were located on State highway right of way by virtue of Permit No. 2098, issued September 24, 1945, so that it will be your obligation to make the necessary changes without reimbursement.

Further details may be secured from Mr. Richard Lytle, Box 37, Newport, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. J. D. Walker
Mr. Richard Lytle
Mr. F. W. Farrar

RECEIVED
[illegible] 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY [illegible] 1958
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

OREGON DISTRICT
F-133(14)
08-35/0
5189

May 8, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5189 for Oregon Project F-133(14), Thiel Creek Section of the Oregon Coast Highway, to Isaacson Bros. of Cottage Grove, Oregon, low bidder in the amount of $19,786.56 at the May 8, 1958 bid opening.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

File ✓

RECEIVED
APR [illegible] 1958
FOR FILING
OREGON DISTRICT
F-133(14)
08:35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 23, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project No. F-133(14), Thiel Creek Section of the Oregon Coast Highway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

RECEIVED
APR 23 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FOR FILING

F 133(14)

8-45

5189

April 1, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Our March 12, 1958 letter regarding the thirty-seventh program of projects involving participation in Federal-aid primary funds notified you of the deferment of an item which appeared to be more in the maintenance category rather than construction. Based on the information furnished in Mr. Cooper's March 26, 1958 letter, programing of the Item 265 has been approved by our Regional office effective March 31, 1958.

This action involves improvement of 0.03 miles of roadway at a total estimated cost of $25,000 with Federal-aid primary funds reserved in the amount of $17,600 leaving an unprogramed balance of $1,930,153.51.

You may proceed with the below listed phases of the following project:

Item No.	Project No.	Project	Authorization Dates PE	Authorization Dates ROW
265	F-133(14)	Thiel Creek Section, Grading	4-1-58	- -

Very truly yours,

C. G. Polk
Division Engineer

NOTED

Original [illegible]

S-371(1)   Santiam Overflow Br.   1958

#5190

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
(date)

December 18, 1958

(CONTRACT NO.) 5190	(EST. NO.)	(CONTRACTOR)
5190	5 final	McCoy & Houck

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
29317	H 231257	$13,864.25	12/18/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Weisenhaus
ACCOUNTING DIVISION

Specified completion date: 120 workdays from May 22, 1958

Time Extensions: None

Completion Date: Nov. 6, 1958

Date Accepted: Dec. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Dec. 19, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: DEC 19 1958
GRW

NOTED ON CARD
em

RECEIVED
DEC 1958
FOR FILING

Dec. 3, 1958

CERTIFIED MAIL

Anchor Casualty Co.
Saint Paul 14
Minnesota

Gentlemen:

State Highway Contract No. 5190, for Santiam River Overflow Trestle on the Jefferson Secondary Highway in Linn County was completed by the contractor, McCoy & Houck, on November 6, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $13,864.25 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $46,150.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Bourland-McElhinny Insurance Agency
1980 Fairgrounds Road
Salem, Oregon

NOTED ON CARD
ems

Monthly Transaction No. 7-97	For 2 (9-1..57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	e Oregon
Project Report No. S 371(1) 4	**FEDERAL-AID PROJECT AGREEMENT**	County Linn
		Project No. S-371(1)

5190 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Santiam River Overflow Bridge - Approximately 1 mile N.E. Junction I-1 on State Highway 164.

Project classification or class of work	Effective date of authorization	Approximate length (Miles)
Highway planning		
Preliminary engineering	4-22-58	
Rights-of-Way		
Construction	4-22-58	0.056
Other (Specify)		

FUNDS

Estimated total cost of project $ 51,265.00	Federal funds $ 31,700.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer July 23, 1958

USComm-DC 40257

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Santiam River Overflow Bridge, Project No. S-371 (1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

FORM E-123 X 25M 5-58

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of Project Agreement, signed by the Highway Commission, for the Santiam River Overflow Bridge, Project No. S-371 (1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

July 8, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four (4) copies of estimate as a basis for project agreement for the Santiam River Overflow Bridge, Project No. S-371 (1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

[illegible]

Oregon State Highway Department

Federal Aid Secondary
Project No. S-371 (1)

SANTIAM RIVER OVERFLOW BRIDGE ON THE JEFFERSON HIGHWAY IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon July 2, 1958

Type Code P.E.

Preliminary Engineering	All Required		$ 500.00

Type Code 2021

Santiam River Overflow Bridge (Sta. 5+10.20 to Sta. 8+04.13) (Contract No. 5190)

Remove Old Bridge and Provide for Traffic		All Required		$ 3,000.00
Class "A" Concrete	345	cu.yds.	50.00	17,250.00
Metal Reinforcement	148,000	lbs.	.16	23,680.00
Timber Railing	600	lin.ft.	2.00	1,200.00
Asphaltic Concrete Wearing Surface	102	tons	10.00	1,020.00
		Subtotal		46,150.00
		10% Engr. & Cont.		4,615.00
		TOTAL		$ 50,765.00

Length of Structure . . . . 0.056 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 500.00	$ 300.00	$ 200.00
Structure	50,765.00	31,400.00	19,365.00
	$ 51,265.00	$ 31,700.00	$ 19,565.00

State Funds for Const: Chap 175, Laws 1917; Chap 31, Laws 1920;
Chap 529, Laws 1939
State Funds for Maint: Chap 529, Laws 1939

FORM 2-133 5M 4-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN [illegible] 1958
FOR FILING
[illegible]
5190

June 12, 1958

McCoy & Houck
Route 1, Box 63
Woodburn, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5190, awarded May 8, 1958, for Santiam River Overflow Trestle on Jefferson Secondary Highway in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
FOR FILING
5190

May 12, 1958

McCoy & Houck
Route 1 Box 63
Woodburn, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5190 for reconstruction of the Santiam Overflow Bridge in Linn County.

This award was based on your bid of $46,150 which was the low bid submitted to the Commission on May 8, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

30-3413 Addition to Maintenance
Building at Ukiah
#5191

RECEIVED
[illegible] 1958
FOR FILING
30-3413

OREGON STATE HIGHWAY DEPARTMENT
(date)

Nov. 17, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5121	4 Final	Edwin Maerz, Executor of the Estate of Enoch I. Maerz, Deceased
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
26566	H 228516	$ 501.83 11/17/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

G. R. Winchcomb
ACCOUNTING DIVISION

Specified completion date: 80 workdays from May 22, 1958

Time Extensions: None

Completion Date: Sept. 15, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Nov. 17, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

~~H. B. Glaisyer~~
~~Secretary~~
C. W. Head.
C. W. Head
Assistant Secretary

Warrant Mailed: NOV 17 1958
GRW

NOTED ON CARD
em

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RECEIVED
NOV 12 1958
FOR FILING

[illegible]

5191

Nov. 7, 1958

CERTIFIED MAIL

Anchor Casualty Co.
Saint Paul 14
Minnesota

Gentlemen:

State Highway Contract No. 5191, for Addition to Ukiah Maintenance Building on the Pendleton-John Day Highway in Umatilla County was completed by the contractor, Enoch I. Maerz, on Sept. 15, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $501.83 will be released to Edwin Maerz, Executor of the estate of Enoch I. Maerz, Deceased, on or after Nov. 17, 1958. The total contract amount is $14,340.82, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Bourland Insurance Agency
1980 Fairgrounds Road
Salem, Oregon

NOTED ON CARD
am

A

RECEIVED
OCT 2 1958
FOR FILING

5191

Oct. 1, 1958

CERTIFIED MAIL

Anchor Casualty Company
Saint Paul 14
Minnesota

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Enoch I. Meers in connection with Contract No. 5191, for addition to Ukiah Maintenance Building on the Pendleton-John Day Highway in Umatilla County.

This payment, in the amount of $2,789.57, will be released to the contractor on or after October 11, 1958. The retained percentage is $428.01.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

en

cc: Bourland Insurance Agency
1980 Fairgrounds Road
Salem, Oregon

NOTED ON CARD

RECEIVED
JUN 1[illegible] 1958
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

30-3413

5111 —

June 17, 1958

Enoch I. Maerz
3936 Hayesville Drive
Salem, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5191, awarded May 8, 1958,
for addition to Maintenance Building on
the Ukiah Section of the Pendleton-
John Day Highway in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
[illegible] 1958
FOR FILING
[illegible]
5/1/

May 12, 1958

Mr. Enoch I. Maerz
3936 Hayesville Drive
Salem, Oregon

Dear Mr. Maerz:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5191 for an addition to the Maintenance Building at Ukiah on the Pendleton-John Day Highway in Umatilla County.

This award was based on your bid of $14,367 which was the low bid submitted to the Commission on May 8, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

236-1716 Sheridan ([illegible] St.) Sec. 1[illegible]8

#5192

Ga. State Tax
Street Fund 88

September 30, 1958

FINAL COST ANALYSIS

Grading & Paving

Sheridan (Bridge Street)
Contract No. 5192

Contractor: Central Paving Company
Resident Engineer: Kenneth E. Bartel

Prefix: 336-1716

NOTED
W. C. WILLIAMS

Items 5192	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
General Excavation	557	Cu.Yd.	1.50	1.11	618.62	835.50
Adjustment of Manholes	10	Each	20.00	11.98	119.84	200.00
Coarse Crushed Material in Base	566	Cu.Yd.	3.00	2.68	1,518.83	1,698.00
3/4" Crushed Material in Base	96	Cu.Yd.	4.00	4.00	383.27	384.00
Sprinkling	6	M/gal.	4.00	3.22	19.29	24.00
3/4" Material in Binder Course	18	Cu.Yd.	6.00	7.12	128.14	108.00
RS-2 Asphalt in Tack & Binder Course	2.85	Ton	50.00	55.02	156.81	142.50
Class "B" Asphaltic Concrete	1,389	Ton	8.15	7.44	10,335.53	11,320.35
Force Account					97.83	84.83
					$ 13,378.16	$ 14,797.18

Gross Revenue	$ 14,797.18
Total Cost	13,378.16
Profit	$ 1,419.02

Net Profit equals 9.6% of Gross Revenue

RECEIVED
1958
OFFICE OF
[illegible] ENGINEER

DETAIL OF COST

Labor:			
Labor		$ 2,165.08	
Labor Insurance		216.51	
Health and Welfare		106.89	$ 2,488.48
Materials:	(Incl.Frt.)		
RS-2 Asphalt	2.85 tons at $29.50	$ 84.00	
Class "B" Asph.Conc.	1,389 tons at $4.10	5,694.90	
Manhole Rings	10 at $9.56	95.60	
Rock purchased from commercial plant		1,111.10	6,985.60
Equipment Rentals and Miscellaneous Supplies:			
Equipment Rental (Owned)		$ 432.25	
Equipment Rental (Hired)		2,727.06	
Gas, Oil and Grease		57.85	
Bond		96.00	
P.U.C.		8.75	
P.L. & P.D. Insurance		27.06	
Small Tools and Miscellaneous Supplies		35.50	
Move in, Freight, and Cartage		75.70	
Home Office and General Overhead		443.91	3,904.08
	TOTAL COST		$ 13,378.16

Remarks:

This was a "State Project" calling for the grading and paving of .32 mile of roadbed widening on Bridge Street in the City of Sheridan in Yamhill County.

The contract was bid and awarded May 8, 1958. Work started June 10, 1958 and the project was completed June 19, 1958.

The contractor moved in a cat #12 grader, one front end loader and two 6 cubic yard trucks, and a crew of four men. The grading consisted of blading the material into windrows and picking it up with the front end loader; loaded into the two trucks and hauled away. This required three days.

The base and the 3/4-0 rock was hauled and placed in one day, using five 8 cubic yard trucks, one grader and one roller.

The contractor purchased and hauled the Class "B" Asphaltic Concrete from the American Asphalt Company in Salem with nineteen trucks and handled on the street with a barber-greene paver and one roller. This material was placed in two days. Good progress was made on this project.

The contractor had good bid prices, good equipment and good supervision, realizing a good profit.

M. N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED

FOR FILING

[illegible]6-1776

OREGON STATE HIGHWAY DEPARTM
(date)
July 30, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5192	2 Final	Central Paving Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16861	H218509	$ 500.00	7-30-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chepweske
ACCOUNTING DIVISION

Specified completion date: 60 workdays from May 19, 1958

Time Extensions: None

Completion Date: June 19, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Aug. 4, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: AUG 4 1958
GRW.

NOTED ON CARD
em

RECEIVED
JUL 22 1958
FOR FILING

336-1716

512

July 22, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5192 for grading and paving on the Sheridan (Bridge Street) Section in Yamhill County was completed by the contractor, Central Paving Company, on June 19, 1958, but has not as yet been accepted by the Commission.

Final payment in the amount of $500.00 will be released to the contractor after acceptance by the Commission. The total contract amount is $14,797.18, of which amount $84.83 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for sush claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUL [illegible] 1958

FOR FILING
336-1716

5192

July 9, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Central Paving Company in connection with Contract No. 5192, for grading and paving on the Sheridan (Bridge Street) Section in Yamhill County.

This payment, in the amount of $14,297.18, will be released to the contractor on or after July 19, 1958. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
[illegible]

Form E-1—10M—12-56

RECEIVED

336-1716

CE CE

OREGON STATE HIGHWAY DEPARTMENT

NOTED
W. C. WILLIAMS

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 20, 1958

Section Sheridan (Bridge Street)

Kind of work Grading and Paving

5192 Highway City Street County Yamhill

Section prefix 336-1716

Contractor Central Paving Co.

Contract number 5192

Date of contract May 8, 1958

Specified work days 60

Date work started June 10, 1958

Work days used 23

Project authorization $ 18,329.63

Exclusive of engineering $ 17,026.19

Per cent of time elapsed 38.3 %

Estimated cost of completed project, exclusive of engineering $ 17,026.19

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 90 %

Engineering authorization $ 1303.44

Engineering cost to date $ 1695.00, 130 %

Date project was completed J— 19, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor primed on Monday, June 16 and layed Asph. Conc. Paving Tuesday and Wednesday, completing the project on Thurdday, June 19. The contractor tried to do good work and succeeded in getting a very satisfactory job.

One inspector on the job all week. Only a few clean-up details remain on this job.

CONSTRUCTION DIVISION
RECEIVED
JUN 23 1958
NOTED ☑ CE ☐ ACE ☑ ACE ☐ ☒ COE

Signed Kenneth E. Barrett

Address Salem - Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.32	0/32			0.32
Miles partially completed	"	"			"
Miles completed	"	"			"
Total estimated quantities (contract)	630 c.y.	810 c.y.			1480 Tons
Total quantities corrected to date	~~592~~ 567	662			1389
Estimated quantities moved or placed to date	~~592~~ 567	662			1389
Average daily quantities	The project is all completed.				/
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					7
Men					2
Supervision					1
Men and trucks under 3 tons					19
Men and trucks over 3 tons					
Men and tractors					

Equipment used during week: Shovels ...., Power graders ...., Rollers ..2.., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., **Flagmen** ..2..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	Overcast		
Friday			
Saturday			

RECEIVED
JUN 2[illegible] 195[illegible]

RECEIVED
JUN 3 1958
FOR FILING

[illegible]

5192

FORM 2-123 3M 4-55

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 3, 1958

Central Paving Co.
P. O. Box 38
Independence, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5192, awarded May 8, 1958, for grading and paving on the Sheridan (Bridge Street) Section in Yamhill County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 13 1958
FOR FILING

5192

May 12, 1958

Central Paving Company
P. O. Box 38
Independence, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5192 for grading and paving the Sheridan Section on Bridge Street in the city of Sheridan in Yamhill County.

This award was based on your bid of $16,093 which was the low bid submitted to the Commission on May 8, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAR 17 1958
FOR FILING

53-1716

5192

March 14, 1958

Sharon L. Agee, City Recorder
City Hall
Sheridan, Oregon

Dear Miss Agee:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Sheridan covering the Special City Allotment project on Bridge Street in Sheridan.

Very truly yours

OREGON STATEHIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAR 21 1958
FOR FILING

Salem, Oregon
March 14, 1958

[illegible] - #88

$250,000 Fund (1958) Agreement
Sheridan

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached is a conformed copy of an agreement with the City of Sheridan covering the Special City Allotment project on Bridge Street in Sheridan.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Sheridan, Oregon.

Secretary

rn
Attach: 1

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 6, 1958

SUBJECT: $250,000 Fund (1958) Agreement
SHERIDAN

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Bridge Street in Sheridan.

Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date Mch 6, 1958

RECEIVED
MAR 6 1958
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE December 5, 1957 - see page 37 of the minutes, item (42)
Secretary

ORDINANCE NO. 1254

3-3-58

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF SHERIDAN, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF BRIDGE STREET, FROM SOUTHERN PACIFIC RAILWAY CROSSING, SOUTHERLY TO THE SHERIDAN CITY LIMITS, A DISTANCE OF APPROXIMATELY .32 MILES AND DECLARING AN EMERGENCY.

Whereas the City of Sheridan, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair of reconstructing under the provision or ORS 366.805, and,

Whereas the State Highway Commission has accepted such application for the improvement of Bridge Street, from Southern Pacific Railway Crossing to Sheridan City Limits, a distance of approximately 0.32 mile, and,

Whereas in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $20,000 and the City of Sheridan to pay all cost in excess of $20,000, the City of Sheridan does ordain as follows:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Sheridan, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Bridge street from Southern Pacific Railway Crossing to Sheridan City Limits and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the spring and summer of 1958 when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Sheridan, Oregon an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter dated January 4, 1947.

AYES 4

NAYES 0

Submitted to and approved by the Mayor the 3 day of March , 1958.

By ______________

Mayor

ATTEST:

____

City Recorder

$25,000 '57 Fund. Sheridan. 10-14-57

In answer to telephone Request called on City Recorder, she said City had decided on S. Bridge Street.

South Bridge Street is the street that will be the City's connection with the by-pass, has been receiving considerable traffic, due to construction trucks hauling to by-pass construction, has a heavy ADT. And is in need of [illegible].

Believe we should recommend a project on S. Bridge Street.

HC Ayers

1958 Fund
~~10-14-57~~

Sheridan

Preliminary Estimate

Bridge Street from L.C.R.R. Crossing to S. City limits, a distance of approximately 0.33 miles

Excavate present shoulders on east side of street, place 10" of base rock, 1½" leveling course. Place 3" of asphaltic concrete 44' in width.

Excavation	750 cu yds	1.00	$ 750.00
Adjust manholes	5 each	50.00	250.00
Adjust lampholes	3 each	25.00	75.00
Coarse crushed materials for base	650 cu yds	3.25	2112.50
3/4"-0 in base	125 cu yds	4.00	500.00
Sprinkling	20 M gal	3.00	60.00
Class B asphaltic concrete	1550 tons	8.00	12400.00
			16,147.50
	Prot. Est. of Const. C & Flag		125.00
			16,272.50
	12½ % E & C		3406.25
	Survey		325.00
			$ 20,003.75

$ 20,000

Shiner 9-3-57

Contacted Mr. Winson Melcrek the designated representative for the City in all negotiations due to the $15,000 request and advised him I [illegible] my estimate for the reconstruction of Mill St. [illegible] [illegible] that City Council agree by [illegible] to pay all costs in excess of $20,000. Mr. Melcrek then stated that City would like to have Bridge Street repaired next year. I advised him this would not be possible as the policy was clearly stated and definite that City's would not be granted [illegible] in two successive years.

Mr. Melcrek then stated that Council might, due to Bridge Street becoming the chief artery to City from new highway, desire to change to Bridge Street instead of Mill Street as they feel that when new highway was opened the traffic on Mill Street would decrease and traffic on Bridge Street very heavily increase as all log trucks as well as [illegible] highway traffic would travel Bridge Street. I asked that the Council finally decide and let me know and I would make preliminary estimate on Bridge St.

Traffic is very heavy, Bridge Street construction equipment and [illegible] the [illegible] [illegible] were on the street and the project would [illegible] qualify and if City desires could recommend Bridge Street as [illegible] resolution was for both Mill and Bridge Streets.

H. C. Ayers

10-14-57
Mr. Melcrek stated City now wishes to have S. Bridge St. instead of Mill Street.

[illegible] 9-3-57

Contacted Mr. Wiener Melrook the designated representative for the City in all negotiations due to the 25,000 request and advised him of preliminary estimate for the reconstruction of Mill St. and asked that City Council agree by letter to pay all costs in excess of $25,000. Mr. Melrook then stated that City would like to have Bridge Street repaired next year. I advised him this would not be possible as the policy was clearly stated and depends that City's request will be granted eligible in two successive years.

Mr. Melrook then stated that Council might, due to Bridge Street becoming the chief artery to City from new highway, desire to do the same on Bridge Street instead of Mill Street as they feel that when new highway was opened the traffic on Mill Street would decrease and traffic on Bridge Street very heavily increase as all log trucks as well as present highway traffic would travel Bridge Street. I asked that the Council fully decide and let me know and I would make preliminary estimate on Bridge St.

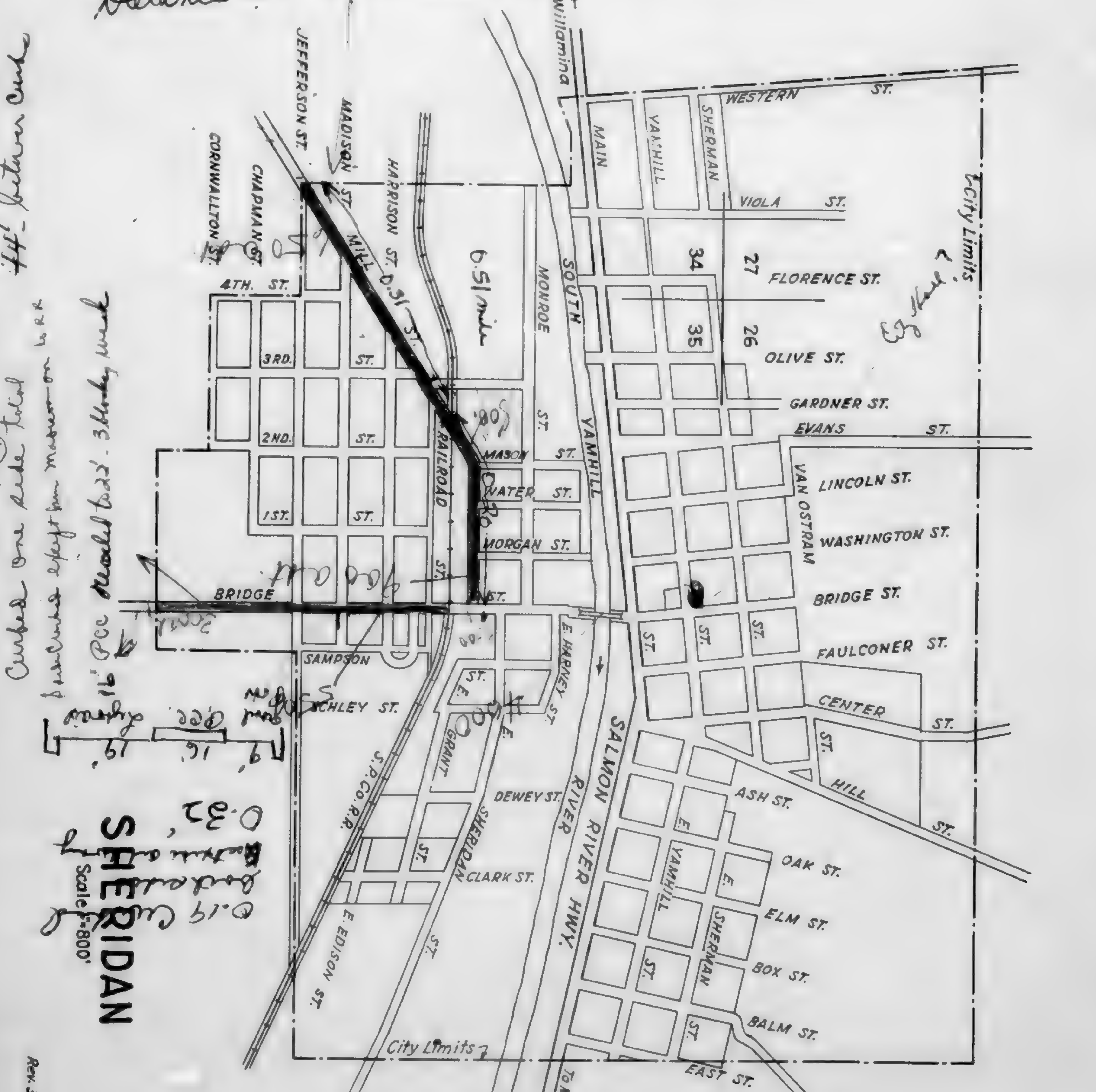
Traffic is very heavy on Bridge St. and construction equipment and [illegible] are causing pressure [illegible] on the Street and the present [illegible] [illegible] [illegible] and if City desires could [illegible] Bridge Street as either resolution was for both Mill and Bridge Streets.

H. C. Ayers
10-14-57

Mr. Melrook stated City now wishes to have S. Bridge St. instead of Mill Street.

16' - P.C.C. - 0.31 mile badly cracked & broken

Balance 26' AC - weak + poor in spots



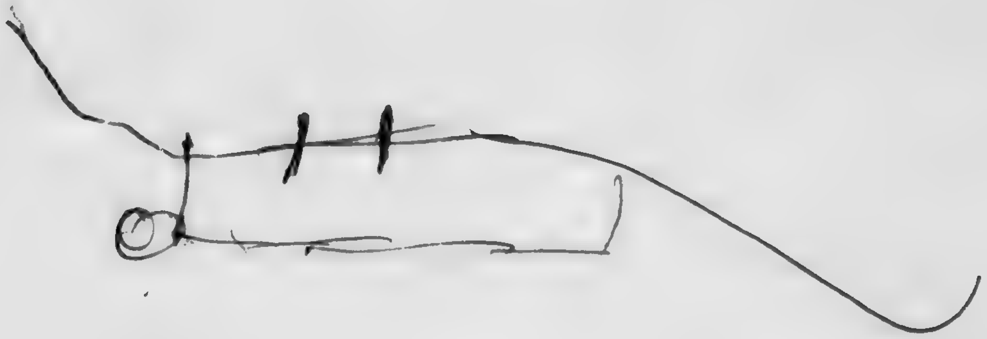
Winer Melvout.

32

New annexation will be received soon
send City - (12) (new sign) double this.

Mrs. Sharon L. Agee. City Recorder
5-23-57

[illegible]



NOTED
V. R. JONES

NOTED
Harold C. Ayers

FORM E-30X—37,500—6-56—96658

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 16, 1957

SUBJECT: Request for improvement of city street - Sheridan

To:

NOTED
John F. Hagemann

MEMORANDUM TO THE FILE:

Miss or Mrs. Opal Hargadine, Treasurer of the City of Sheridan, called me this morning in connection with the city street leading northerly into Sheridan from the interchange of the Wallace Bridge-Sheridan Section. I believe the call was somewhat in the nature of a trial balloon to see what she could find out, her approach to the subject being that "someone from the Highway Department" had told her that it was in our plans. I informed her that it was not and suggested that the City give some thought to requesting a project on the $250,000 fund if it so desired. We shall undoubtedly hear of this matter again.

Forrest Cooper
Deputy State Highway Engineer

FC:me

cc Mr. W. C. Williams
Mr. Clarence Swenson ✓

NOTED
JOHN D. GRAHAM

[illegible]

[illegible] 7-8-57

[illegible] from RR Crossing to [illegible] City Limits
[illegible] 0.31 mile

Grade, drain, place base rock on shoulders 0.31 mile.
Patch and place 3 in. over [illegible] PCC. 12" of base rock
on shoulders [illegible] section [illegible] 20' width

[illegible] Excavation	[illegible] yds	[illegible]	3000.00
Drainage Excavation	1[illegible] cu yds	4.00	720.00
12" Culvert pipe	400 lin ft	3.00	1200.00
2½" [illegible]	1825 cu yds	2.50	4562.50
3/4" [illegible] base [illegible]	350 cu yds	3.25	1137.50
[illegible]	550 [illegible]	4.00	520.00
Class B [illegible]	700 tons	9.00	6300.00
~~[illegible]~~	~~4 [illegible]~~	~~50.00~~	~~200.00~~
~~[illegible]~~	~~2 [illegible]~~	~~40.00~~	~~80.00~~
8" perforated pipe	1300 lin ft	2.60	3380.00
			$ 19,520.00
	Add Flagging		2440.00
			750
			22,710.00

CITY OF SHERIDAN
SHERIDAN, OREGON

June 10, 1957

STATE HIGHWAY DEPARTMENT,
SALEM, OREGON.

Attention: Clarence G. Swenson.

Dear Sir:

I am writing in regard to the twenty thousand dollars ($20,000.00) for the City of Sheridan, from the special City Allotment Fund. According to Mr. Ayeres, your Engineer, the designated strip on Mill Street the City had mapped out would cost an additional ten thousand ($10,000.00) which the City would have to raise, due to the extensive street program which the City is now working on, the funds are a bit short. However the City wants to assure you that they want the $20,000.00, hoping that by the time that the project is started that a solution can be worked out, in the meantime they are wondering if the State would use the $20,000.00 and start at a given point on the strip and go as far as it will go.

Very truly yours,

Opal Hargadine

Opal Hargadine,
City Secretary.

RECEIVED
JUN 11 1957

RECEIVED
JUN 11 1957
OREGON
STATE HIGHWAY COMMISSION

$25,000 '58 Shelton 5-14-57

Investigated condition of [illegible] Mill Street, is in poor condition and is evidently receiving excessive wear due to heavy and unusual industrial traffic, log & lumber & gravel trucks were much in evidence.

From the R.R. westerly the street is paved with Portland Cement Concrete 16' wide, badly cracked & broken & far too narrow to carry the amount of traffic it is subjected to. Damage is considerable and will be costly to repair.

From the R.R. easterly the PCC has been covered, at some previous time, with a light coat of AC 26' in width (has curbs on one side) generally in poor condition. Believe we should recommend a project on Mill Street.

Bridge Street is in poor condition, much damage has been done within the past year as an investigation made last year found little or no traffic damage.

H. C. Ayers
5-23-57

Short of Funds - will advise later

RECEIVED
MAY 3 - 1957
ENGINEER
COUNTY & CITY RELATIONS

3-4-57

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Sheridan is an incorporated city of the State of Oregon, and has a population of 1819, as given by the latest official census, and

WHEREAS, the following streets of said city, Sheridan

Form cc-50 (1953 Rev.)
Special City Allotment

Mill Street - Bridge ST

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Mill Street - Bridge ST

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Sheridan does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Winer Alebauck as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 4 day of March, 1957.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

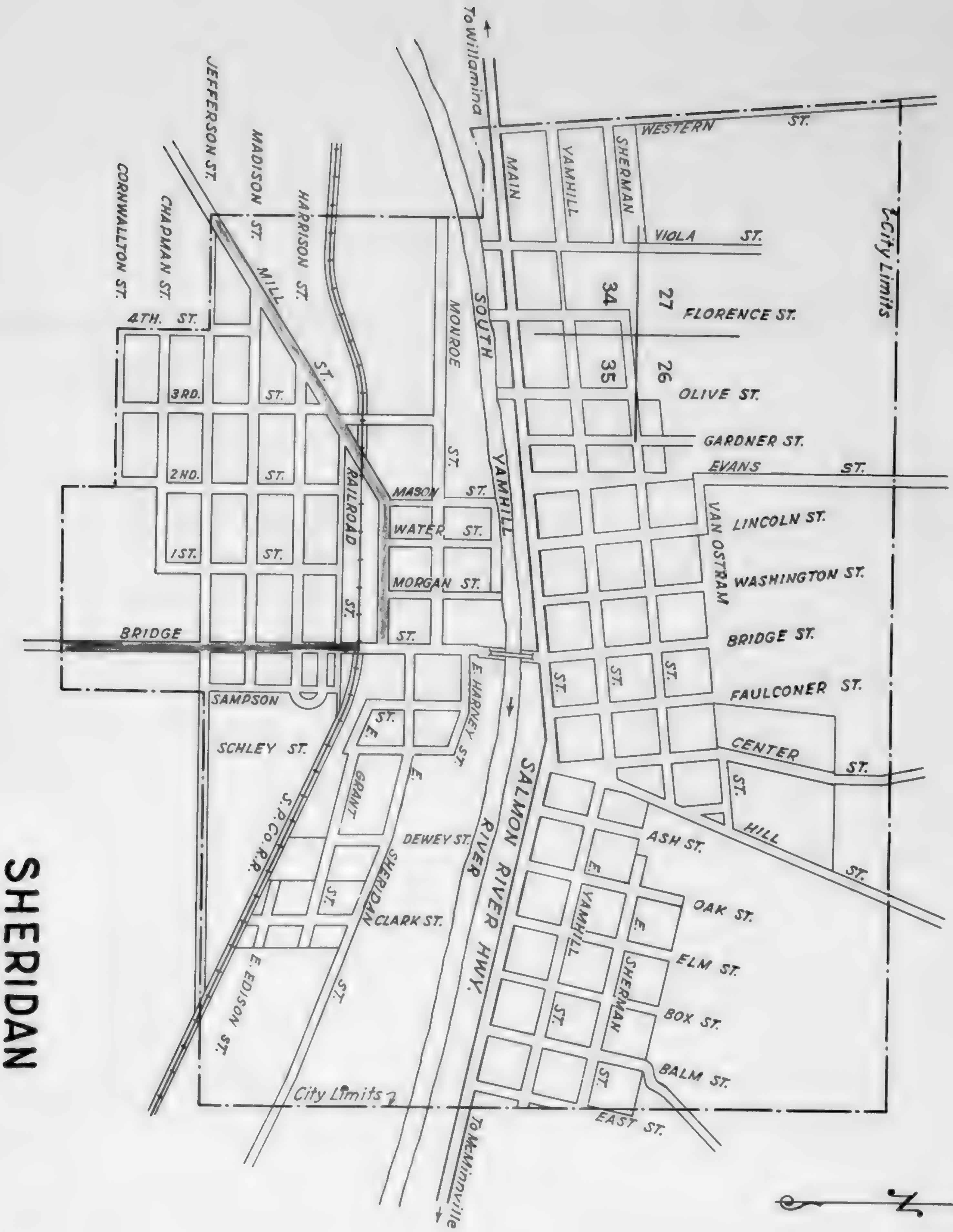
---------- ----------

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Sheridan at a regular ~~or special~~ meeting of said Council, held on the 4 day of March, 1957, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 5 day of March, 1957.

R. J. Mansfield
City Recorder

Form cc-50 (1953 Rev.)



SHERIDAN

Scale 1"=800'

Rev. 3-31-53

136-101.5 Remove Dutton Bridge 1958

#5193

RECEIVED
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
(date)

September 30, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5193	4 Final	Dayton Auto Wreckers	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
22651	H224482	$ 975.00	9-30-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 75 workdays from May 22, 1958

Time Extensions: None

Completion Date: Aug. 28, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: **October 1, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 3 1958
GRW

NOTED ON CARD
em

A

RECEIVED
SEP 24 1958
FOR FILING

5193

Sept. 23, 1958

CERTIFIED MAIL

Hartford Accident and Indemnity Co.
Pacific Dept.
Hartford Bldg.
San Francisco 20, Calif.

Gentlemen:

State Highway Contract No. 5193 for removal of Old Dayton Bridge Over S. Yamhill River on Three Mile Lane Highway in Yamhill County was completed by the contractor, Dayton Auto Wreckers, on Aug. 28, 1958, and was formally accepted by the Highway Commission on Sept. 11, 1958.

Final payment in the amount of $975.00 will be released to the contractor on or after October 3, 1958. The total contract amount is $3,000.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Sherman Insurance Agency
Dayton
Oregon

NOTED ON CARD

FORM E-123 3M 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUL [illegible] 1958

136-1015

5193

July 7, 1958

Dayton Auto Wreckers
First & Alder Sts.
Dayton, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5193, awarded May 8, 1958,
for removal of Old Dayton Bridge Over
S. Yamhill River in Yamhill County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUL 1 - 1958
FOR FILING

[illegible]

5193

June 27, 1958

CERTIFIED MAIL

Dayton Auto Wreckers
First and Alder Streets
Dayton, Oregon

Gentlemen:

Attached is your Cashier's Check No. 39-6707 in the sum of $150.00, submitted as a proposal guaranty with your low bid for removing the Dayton Bridge over the Yamhill River, on which bids were received May 8, 1958, our Contract No. 5193. As the contract has been fully executed, we are returning your check to you.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. John Herr
fp

A

RECEIVED
MAY 15 1958
FOR FILING

136-1045

5193

Salem, Oregon
May 14, 1958

Mr. John Herr
Accounting

We have in the safe Cashier's Check No. 39-6707 in the amount of $150.00, submitted as a proposal guaranty with the low bid of Dayton Auto Wreckers, Dayton, for removing the Dayton Bridge over the Yamhill River, on which bids were received May 8, 1958, our Contract No. 5193.

OREGON STATE HIGHWAY COMMISSION

Secretary

cc Edith Middleton
fp

RECEIVED
MAY 13 1958
FOR FILING

136-1045

5193

May 12, 1958

Dayton Auto Wreckers
Dayton,
Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, awarded to you State Highway Contract No. 5193 for removal of the Dayton Bridge over the Yamhill River at Dayton in Yamhill County.

This award was based on your bid of $3,000 which was the low bid submitted to the Commission on May 8, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAR 17 1958
FOR FILING

[illegible]-1045

5113

c

Salem, Oregon
March 14, 1958

Removal of old bridge across
the Yamhill River at Dayton

Mr. Ivan D. Merchant

Please prepare an advertisement and specification for the removal of the old bridge across the Yamhill River at Dayton. This contract should offer the structure for sale with the purchaser to completely remove all of the existing structure including the piers. The piers, however, can be demolished and left upon the river bank. The contract should also provide that the purchaser furnish and erect suitable barricades at each end of the approaches to the existing bridge, the barricades to be as shown upon the plans which will accompany the advertisement.

G. S. Paxson

GSP:gm

cc Mr. W. C. Williams
Mr. C. G. Swenson

5-1033 Columbia Blvd. - S. City 1958
Limits (St. Helens) Sec.
#5194 of Col. River Hwy.

(4A)
1966
1
5-
1958

RECEIVED
59
FOR FILING

E-123-X 37.5M 10-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 13, 1959

Mr. Glenn A. Byrnes
Manager
The Central Heating Company
102 High Street
Eugene, Oregon

Columbia Blvd.-S. City Limits
(St. Helens)
Columbia River Highway
Contract No. 5194

Dear Sir:

Reference is made to your letter of January 27 in which you protest the assessment of liquidated damages in the amount of two days on the caption named project. We have reviewed the charges of work days as a result of your protest and find as follows:

1. This job was awarded on May 19. You did not begin any actual work on the project until July 7, 1958. During this period of time, you were charged 25 work days.

2. On August 26, you completed the placing of the binder course and the job again stayed inactive until September 28, during which period you were charged with 22 work days.

3. Paving was completed on October 1 and no further work was done until October 16 despite a warning by the resident engineer that the work days were running out. Your remaining work took only two days to do.

It appears that you were repeatedly warned during the job as to the work days remaining and the amount of work you would have to do.

In view of the above, it is felt that the work day charges as made is very fair and your request to be relieved of this work day charge is denied. I wish to point out that the liquidated damages specification was agreed to by the Highway Department and the A. G. C. to cope with exactly this sort of situation.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Assistant Construction Engineer

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

LHY:fp

cc: Forrest Cooper
S. H. Probert

The Central Heating Co.
A LIMITED PARTNERSHIP
[illegible]

PHONE DI 4-[illegible]
102 HIGH STREET
EUGENE, OREGON

[illegible]

Oregon State Highway Dept.
Salem, Oregon

Attention: Mr. Tom [illegible]

Gentlemen:

We wish to protest the Oregon State Highway Department's claim for liquidated damages amounting to [illegible] Contract No. [illegible] Columbia [illegible]

This company went to considerable expense to finish this job on time for the convenience of the public. [illegible] was moved into the area. We had gone over the job with the State Engineer. He said it was fine but wanted [illegible] before we left the area from the railroad right of way. This was agreed and was performed. Later it was pointed out that a small section of guard rail was overlooked and if installed immediately, no time would be charged against us. This was performed as agreed.

Under the circumstances we feel the charges are unjustified.

Very truly yours,

THE CENTRAL HEATING CO., [illegible]

Glenn R. [illegible]
Manager

GB:pb

[illegible]

CONSTRUCTION DIVISION
RECEIVED
[illegible]
NOTED- ☐ ☐ ☐ ☐ ☐

RECEIVED
[illegible]
FOR FILING
[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 30, 1959

(CONTRACT NO.) 5194	(EST. NO.)	(CONTRACTOR)
5194	5 Final	Central Heating Co. Oreg. Ltd.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
2067	H235049	$ 1,063.29 1-30-59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 70 workdays from May 19, 1958

Time Extensions: None

Completion Date: Oct. 17, 1958

Date Accepted: Dec. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Feb. 2, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: FEB [illegible] 1959

NOTED ON CARD
em

RECEIVED
JAN 12 1959
FOR FILING

5-1031

5194

Jan. 9, 1959

CERTIFIED MAIL

Fidelity & Deposit Co.
Robert B. Cumming, Mgr.
900 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5194, for grading and paving on the Columbia Blvd.-S. City Limits (St. Helens) Section of the Columbia River Highway in Columbia County was completed by the contractor, The Central Heating Co., Oreg. Ltd., on Oct. 17, 1958, and was formally accepted by the Highway Commission on Dec. 11, 1958.

Final payment in the amount of $1,063.29 will be released to the contractor on or after Jan. 19, 1959. The total contract amount is $25,662.18, of which amount $604.05 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Fidelity & Deposit Co.
Baltimore 3
Maryland

NOTED ON CARD

em

Form E-1-

5-1038

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 13, 1958

Section Columbia Blvd. -S. City Limits(St. Helens)
Kind of work Grading and Paving
Highway Columbia River County Columbia
Section prefix 5-1038
Contractor Central Heating Co.
Contract number 5194
Date of contract May 19, 1958
Specified work days 70
Date work started July 7, 1958
Work days used 72
Project authorization $ 30,348.00
Exclusive of engineering $ 28,189.92
Per cent of time elapsed 100 %
Estimated cost of completed project, exclusive of engineering $ 27,708.71
Estimated per cent overrun or underrun 0 %
Per cent of contract completed, based on total contract price 100 %
Engineering authorization $ 2,158.08
Engineering cost to date $ 2,000.00, 92,7 %
Date project was completed October 17, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-Final estimate submitted to Division Office on Tuesday, This will be the final weekly report on this project.

CONSTRUCTION DIVISION
RECEIVED
DEC 15 1958
NOTED-- CE ACE ACE COE

NOTED

Noted
M. N. Juve

NOTED
C. E. [illegible]

Signed William E Maltby
Address Box 4699 Sellwood Sta. Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.62	0.62			0.62
Miles partially completed	0.62	~~Six~~ 0.62			0.62
Miles completed					
Total estimated quantities (contract)	2,400	2,660			2,050
Total quantities corrected to date	2,580	~~2,417~~ 2,387			1,932
Estimated quantities moved or placed to date	2,580	2,417			1,932
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Rain		
Wednesday	Rain		
Thursday	Rain		
Friday	Fair		
Saturday			

A

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NOV 21 1958
FOR FILING

[illegible]

5194

Nov. 21, 1958

CERTIFIED MAIL

Fidelity and Deposit Co.
Robert B. Cumming, Mgr.
900 Failing Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to The Central Heating Co., Oreg. Ltd., a portion of the funds heretofore retained by the Commission on Contract No. 5194, for grading and paving on the Columbia Blvd.-S. City Limits (St. Helens) Section of the Columbia River Highway in Columbia County.

This payment, in the amount of $1,431.05, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $760.79. The present payment will be released on or after Dec. 1, 1958.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

en

cc: Fidelity & Deposit Co.
Baltimore 3
Maryland

NOTED ON CARD

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NOV 7 - 1958
FOR FILING

5-1025

5194

1026

November 6, 1958

Mr. John L. Foote
Attorney at Law
P. O. Box 127
St. Helens, Oregon

Dear Sir:

Reference is made to your letter of October 28, regarding damages to the Elmer E. Lloyd property by reason of paving plant operations of our contractor, the Central Heating Company, just north of St. Helens on the Columbia River Highway.

I have drawn our contractor's attention to your complaint and have been advised that the Company is going to cease operations there within the next day or two. I was also advised that your claim was being referred to the Central Heating Company's insurance company for settlement and its adjuster would call on you at an early date.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:fp:ar
cc to: Central Heating Company
102 High Street
Eugene, Oregon

Forrest Cooper
Tom Edwards
Leonard I. Lindas

[illegible]
FORREST COOPER

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 29, 1958

SUBJECT: Complaint of Elmer B. Lloyd
re Central Heating Company,
Eugene, Oregon

To: Mr. W. C. Williams
State Highway Engineer

Office

REFERRED TO Cooper

Attached hereto is a copy of a letter received this date from John L. Foote relative to the complaint of Mr. Elmer Lloyd against Central Heating Company, our contractor, and my answer to Mr. Foote upon receipt of the letter.

I assume that the Central Heating Company has insurance to cover the above damage if caused by the contractor and would appreciate it if this matter was brought to his attention.

L. I. LINDAS
Chief Counsel

LIL:bk
Attach. - 2

RECEIVED
OCT 29 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-120-X 25M 5-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

FORREST COOPER

October 29, 1958

Mr. John L. Foote
Attorney at Law
P.O. Box 127
St. Helens, Oregon

Re: Complaint of Elmer B. Lloyd
re Central Heating Company,
Eugene, Oregon

Dear Mr. Foote:

This is to acknowledge your letter of the 28th of October relative to the above matter.

I am referring your letter to the Highway Engineer for investigation and report, and will get in touch with you concerning the matter as soon as I am advised of the results of his investigation.

Yours very truly,

L. I. LINDAS
Chief Counsel

LIL:bk
cc - W. C. Williams

FORREST COOPER

28 Oct. 1958

RECEIVED
[illegible]
LEGAL DEPT.

Central Heating Co.,
102 High Street
Eugene, Oregon.

Gentlemen:

This is to advise on behalf of Elmer B. Loyd and Ida A. Loyd, husband and wife, the owners of real property adjacent to the mixing plat located on Highway 30 Just North of St. Helens to bring to your notice that through the operation of said plant the property of the Loyds has been seriously damaged, including growing crops, grove, plantings, house paint and damage to their dairy stock, showing loss of revenue.

This damage has been due to oil coming from some part of the plant which distributed oil over almost the whole farm, my clients and has contaminated the drinking water.

I called at your plant to-day, on behalf of my clients but found no one who apparently represented you and this notise is given in order that you may be aware of the damage caused and to enable you to make an investigation if you so desire.

An estimate of the damage cannot at this time be given.

Yours very truly,

(John L. Foote)

cc:
Oregon State Highway Commission
Salem, Oregon.

NOTED
L. I. LINDAS

COPY

RECEIVED
OCT [illegible] 1958
FOR FILING
5 1058

-194

To:

155

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 31, 1958

SUBJECT: Assignment #225 - PMS
Approach Road Complaint
and Damage Claim
W. S. Erickson, Jewel Ice Cream Co.
St. Helens

P. M. Stephenson
Assistant State Highway Engineer

Attached hereto are detailed reports from William E. Maltby, Resident Engineer, and D. H. Moehring, District Maintenance Superintendent, together with letter of transmittal from A. G. Skelton, Division Engineer, all concerning subject complaint.

Mr. Maltby contacted Mr. Erickson on October 10th and discussed his complaint with him. Subsequently, Maltby placed a small asphaltic concrete ramp to eliminate a slight difference in elevation between pavement and the Erickson driveway.

Mr. Maltby determined from their conversation that the damaged tire was caused by Erickson driving from his approach directly onto the highway, ignoring the barriers that were placed to guide traffic to the cross streets where gravel ramps were in place.

Placement of the above mentioned ramp and completion of construction on this project should eliminate any further complaint from Mr. Erickson. It is doubtful that he will press his $30.00 tire damage claim, but if he should, we recommend that any liability on the part of the Department or its employees be denied.

Mr. Erickson's letter and your Record of Assignment are returned herewith.

John A. Phillips
John A. Phillips
Assistant Office Engineer

JAP:jre
Encl.

cc: A. G. Skelton
D. H. Moehring
Wm. E. Maltby

NOTED
P. M. STEPHENSON

FORM E-30 50M 6-55 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
SUBJECT
October 15, 1958

To:

File #186
Approach Road Complaint
Jewel Ice Cream Company
St. Helens

Mr. A. G. Skelton
Division Engineer

The letter from Jewel Ice Cream Company dated September 26, 1958 regarding a tire ruined by a rough road approach in St. Helens has been investigated by Resident Engineer, Maltby. Since this section is under contract, I asked Maltby to make the investigation.

The area along the front of the Jewel Ice Cream Company plant was excavated at the time the recent operating engineer's strike was called. During the course of the strike, no work on the project was accomplished.

The approaches to all of the businesses throughout the area were graveled and planked for low speed traffic and were admittedly not in excellent condition. I believe that Resident Engineer, Maltby contacted most of the business houses and explained the situation.

The paving has now been done except for a little minor handwork and this should satisfy all of the adjacent owners.

As to payment for the tire, I would recommend against such payment as the project was sufficiently signed and by exercising reasonable care an accident of this type would not have occurred.

D H Moehring
D. H. Moehring
District Maintenance Superintendent

DHM:bdn

cc: W. E. Maltby

FORM E-30X—50M—6-58—13046

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Portland, Oregon
October 14, 1958

SUBJECT: Assignment #225-PMS
Approach Road Complaint
Jewel Ice Cream-St. Helens

To: I. A. DeFrance
Maintenance Engineer
State Highway Department
Salem, Oregon

Attn: Mr. John A. Phillips

Reference is made to John Phillips' letter of October 6th addressed to me (P. M. Stephenson Assignment #225), concerning approach road complaint from the Jewel Ice Cream Company in St. Helens. Your letter asked that we investigate the complaint, take appropriate action and report it to your office.

I am forwarding herewith report from D. H. Moehring, District Maintenance Superintendent, which is dated October 13th. This project was under contract to the Central Heating Company and covers Columbia Boulevard-South City Limits, St. Helens. You will note from Moehring's report that William Maltby is the resident engineer, and that during the course of the operating engineer's strike, no work on the project was accomplished. However, the approaches to all of the businesses in the area were graveled and planked for low speed traffic.

I am also enclosing a letter dated October 14th from William E. Maltby, concerning the complaint of Mr. W. S. Erickson. You will note from Maltby's report that he has talked to Mr. Erickson, and found that he was displeased with the lip between his drive and the pavement. He contends that this bump damages his customer's tires, and therefore, they will not enter his place of business. Maltby advises that this has been corrected by placing a small asphaltic concrete ramp at this point. Maltby also states that from his talk with Mr. Erickson, he believes that Mr. Erickson has driven out of his approach and directly on to the Highway, ignoring the barricades placed to guide traffic to the above mentioned cross streets located at one block intervals. Maltby states that by exercising reasonable care in entering and leaving the approaches along this construction area, no damage should resulted to businesses or their equipment.

In view of the report from both D. H. Moehring and William E. Maltby, it would be my recommendation that no further action be taken on either of the items mentioned by Mr. Erickson.

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: D. H. Moehring
Wm. E. Maltby

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 14, 1958

SUBJECT:

File #186
Approach Road Complaint
Jewel Ice Cream Company
St. Helens, Ore.

Mr. A. C. Skelton
Division Engineer

On October 10, 1958 I contacted Mr. W. S. Erickson of The Jewel Ice Cream Co. of St. Helens concerning the letter of complaint written by him.

The Jewel Ice Cream Co. fronts on the Columbia River Highway in the limits of The Columbia Blvd. - S. City Limits widening project. This project was awarded to Central Heating Co. on May 19, 1958 and initial construction was started on July 7th. At the time the operating engineers went on strike on July 10 th. the excavation had been completed beyond the approaches for said company. At this time work was suspended until August 15.

The approaches and connecting streets throughout this area were graveled or planked for low speed traffic and admittedly were not in A-1 condition. However all the business people affected were notified and the situation explained.

The binder was placed on August 26 and the paving begun on September 29 and completed October 1, leaving approximately a month between operations. Again I had gravel ramps placed at each approach and cross street. And a line of barricades placed at the edge of the pavement to keep the traffic from driving off except at said cross streets.

In talking to Mr. Erickson I found he was displeased with the lip between his drive and the pavement. He contends this bump damages his customers tires and therefore they will not enter his place of business. I have corrected this by placing a small asphaltic concrete ramp at this point.

In reference to the damaged tire: From my talk with Mr. Erickson I determined he drove out of his approach and directly onto the highway ignoring the barricades placed to guide traffic to the above mentioned cross streets located at one block intervals. By excercising reasonable care in entering and leaving the approaches along this construction area no damage should have resulted to businesses or their equipment.

William E. Maltby,
Resident Engineer

cc: D. H. Moehring

[illegible]
"HIGHEST QUALITY"

JEWEL
ICE CREAM CO.
It's Better

MANUFACTURERS OF
Jewel Ice Cream
Sweetcrest Butter

Phone 345
389 Columbia Highway
St. Helens, Oregon

September 26, 1958

State Highway Dept.,
Salem, Oregon

Gentlemen:

We are billing you for one tire valued at $30.00. We intend to collect for this tire if we have to sue to do so. This tire was ruined by the rough approach to our property. There is a drop-off of from 2" to 4" all along the entrance. The tires of our trucks and cars are being ruined, as well as our business. Our customers are afraid to try to drive in.

This road has been torn up for over three months, and the community is getting sick and tired of it. It is a public hazard that the Highway Department should be ashamed to maintain here at St. Helens.

Yours truly,

JEWEL ICE CREAM CO.

W. S. Erickson

WSE:gt
W. S. Erickson

RECEIVED
[illegible] 29 1958
O.R. [illegible]
STATE HIGHWAY COMMISSION

PLEASE RETURN TO
P. M. STEPHENSON
FOR FILING

RECEIVED
FORM 2-123 3M 4-56
FOR

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

3-1058

5194

June 17, 1958

The Central Heating Co., Oreg. Ltd.
102 High St.
Eugene, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5194, awarded May 9, 1958, for grading and paving on the Columbia Blvd.-S. City Limits (St. Helens) Section of the Columbia River Highway in Columbia County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 21 1958
FOR FILING

5-1038

2191

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Salem, Oregon
May 19, 1958

Cooperative Construction Agreement
Columbia Blvd.-S. City Limits (St. Helens)
Columbia River Highway
City of St. Helens

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached is a conformed copy of a cooperative agreement with the City of St. Helens covering the Columbia Blvd.-S. City Limits (St. Helens) Section of the Columbia River Highway.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of St. Helens.

Secretary

rm
Attach: 1

FORM E-30 50M 8-57—6563

copies sent 6/8/58

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 7, 1958

SUBJECT: Cooperative Construction Agreement
Columbia Blvd.-S. City Limits (St. Helens)
Columbia River Highway
City of St. Helens

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the subject named project. Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved by the Commission on 10/10/57.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

(A orig. 2 copies

APPROVED
Paxson
ASST. STATE HIGHWAY ENGINEER
Date May 7, 1958

AUTHORIZED BY HIGHWAY COMMISSION
DATE Bids on project to be received May 9, 1958
Secretary

(A)

RECEIVED
MAY 21 1958
FOR FILING

[illegible]

514

May 19, 1958

Richard E. Singleton, City Recorder
City Hall
St. Helens, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of a cooperative construction agreement between the State Highway Commission and the City of St. Helens covering the Columbia Blvd.,S. City Limits (St. Helens) Section of the Columbia River Highway in St. Helens.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAY 20 1958
FOR FILING
[illegible]
[illegible]

May 19, 1958

Richard E. Singleton, City Recorder
City Hall
St. Helens, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of a cooperative construction agreement between the State Highway Commission and the City of St. Helens covering the Columbia Blvd.,S. City Limits (St. Helens) Section of the Columbia River Highway in St. Helens.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

[illegible]
FOR FILING
5174

May 12, 1958

Central Heating Co., Oreg. Ltd.
102 High Street
Eugene, Oregon

Gentlemen:

The State Highway Commission on May 9, 1958, awarded to you State Highway Contract No. 5174 for grading and paving on the Columbia Boulevard-South city limits (St. Helens) Section of the Columbia River Highway in Columbia County.

This award was based on your bid of $26,376, which was the low bid submitted to the Commission on May 9, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
1958

RESOLUTION NO. 272-A

5-6-58

A resolution providing for the entering into a contract with the Oregon State Highway Commission for the improvement of the Columbia River Highway.

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ST. HELENS;

Section 1. That the City of St. Helens enter into a contract with the State of Oregon, by and through its State Highway Department for the improvement of the Columbia River Highway from its intersection with the South City Limits to the intersection of said Columbia River Highway with Columbia Boulevard, within said City, a true copy of said contract is by reference incorporated herein, and made a part of this resolution.

Section 2. That the Mayor and City Recorder/ be, and they are hereby authorized and instructed to sign said contract on behalf of the City.

Passed and adopted by the Common Council on the 6th day of May, 1958, by the following vote:

Yeas: 3

Nays: 0

Absent: 1

Approved by the Mayor: May 6, 1958.

(SEAL)

S. Heumann
Mayor

Attest:

STATE OF OREGON,
County of Columbia, } ss.
City of St. Helens,

I, Richard E. Singleton City Recorder of the above named City, County and State, do hereby certify that the foregoing copy of Resolution No. 272-A has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original resolution as the same appears on file in my office and in my care and custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6th day of May, A. D., 1958

Richard E. Singleton
City Recorder.

RECEIVED
[illegible] 1958
COUN[illegible]

RESOLUTION NO. 272-A

[illegible]

A resolution providing for the entering into a contract with the Oregon State Highway Commission for the improvement of the Columbia River Highway.

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF ST. HELENS;

Section 1. That the City of St. Helens enter into a contract with the State of Oregon, by and through its State Highway Department for the improvement of the Columbia River Highway from its intersection with the South City Limits to the intersection of said Columbia River Highway with Columbia Boulevard, within said City, a true copy of said contract is by reference incorporated herein, and made a part of this resolution.

Section 2. That the Mayor and City Recorder/ be, and they are hereby authorized and instructed to sign said contract on behalf of the City.

Passed and adopted by the Common Council on the 6th day of May, 1958, by the following vote:

Yeas: 3

Nays: 0

Absent: 1

Approved by the Mayor: May 6, 1958.

(SEAL)

S. Heumann
Mayor

Attest:

Richard E. Singleton
Recorder

OF OREGON,
County of Columbia,
City of St. Helens,
ss.

I, Richard E. Singleton

City Recorder of the above named City, County and State, do hereby certify that the foregoing copy of Resolution No. 272-A has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original resolution as the same appears on file in my office and in my care and custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6th day of May, A. D., 1958

Richard E. Singleton
City Recorder.

A

RECEIVED
JUN 1[illegible] 1958
FOR FILING
FORM E30—50M—2-57—1476

5-1151

5174

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 5, 1958

SUBJECT: Cooperative Construction Agreement
Columbia Blvd.-S. City Limits
(St. Helens) Section of the
Columbia River Highway
City of St. Helens

446

To: G. S. Paxson
Ass't State Highway Engineer

OFFICE

In accordance with your request of May 1, 1958, we are attaching hereto, six copies of the above named agreement which is to be presented at the May 8-9 meeting of the Commission.

We understand that County and City Relations Division will furnish the exhibit maps.

R. A. Holland
ROBERT A. HOLLAND
Staff Attorney

RAH:mmb
Attachments
cc: L. I. Lindas

RECEIVED
MAY 6 1958
ENGINEER
COUNTY & CITY RELATIONS

5/6/58
John Graham has
two copies of this.
Pauline

RECEIVED
MAY 6 1958
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

30'-1714 Powers (Poplar St. & 4th Ave.) Sec. 1950

#5795

306-1714 Powers (Poplar St. & 4th 1958
Ave.) Sec.
#5195

Sp. State Tax Sheet
Fund # 7

RECEIVED

FOR FILING

206-1214

5195

OREGON STATE HIGHWAY DEPARTMENT
(date)

October 21, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5195	3 Final	Woodward & Son & Barklow	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24206	H226101	$500.00	10-21-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapeweske
ACCOUNTING DIVISION

Specified completion date: **60 workdays from May 19, 1958.**

Time Extensions: **None**

Completion Date: **Aug. 12, 1958**

Date Accepted: **Sept. 11, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Oct. 21, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:
OCT 24 1958
JC

NOTED ON CARD
om

A

RECEIVED
OCT 14 1958
FOR FILING
[illegible]
5195

Oct. 14, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5195 for stone base and paving on the Powers (Poplar Street and 4th Avenue) Section in Coos County was completed by the contractor, Woodward & Son & Barkow, on Aug. 12, 1958, and was formally accepted by the Highway Commission on Sept. 11, 1958.

Final payment in the amount of $500.00 will be released to the contractor on or after October 24, 1958. The total contract amount is $15,933.57, of which amount $76.21 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
om

RECEIVED
OCT 2 1958
FOR FILING

[illegible]

5195

Oct. 1, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Woodward & Son & Barklow in connection with Contract No. 5195, for stone base and paving on the Powers (Poplar Street and 4th Avenue) Section in Coos County.

This payment, in the amount of $2,731.96, will be released to the contractor on or after October 11, 1958. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 16, 1958

Section Powers (Poplar St. & 4th Ave)

Kind of work Stone Base and Paving

Highway City Street County Coos

Section prefix 306-1714

Contractor Howdward & Son & Barklow

Contract number 5195

Date of contract May 9, 1958

Specified work days 60

Date work started July 10, 1958

Work days used 55

Project authorization $18,820.13

Exclusive of engineering $17,481.81

Per cent of time elapsed 92 %

Estimated cost of completed project, exclusive of engineering $17,481.81

Estimated per cent ~~overrun~~ or underrun 3.7 %

Per cent of contract completed, based on total contract price 96.3 %

Engineering authorization $1,338.32

Engineering cost to date $2,195.23, 164 %

Date project was completed August 12, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed paving operations Monday.

Completed placing 3/4 - 0 Material in shoulders on Tuesday.

All general clean up work has been done.

NOTED
FOR[illegible]

CONSTRUCTION DIVISION
RECEIVED
AUG 18 1958
NOTED CE ACE ACE COE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed John L.

Address P. O. Box 374 Coquille, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.42			0.42
Miles partially completed		0.42			
Miles completed		0.42			0.42
Total estimated quantities (contract)		1,040 cy			1,000 ton
Total quantities corrected to date		1,015 cy			953.5
Estimated quantities moved or placed to date		1015 cy			953.5
Average daily quantities		197.0			27
Average daily quantities necessary to complete project on time		0			0
Number shifts per day		1			1
Hours per shift		8			12
Average force on project for week					15

Men	7
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	5
Men and tractors	2

Equipment used during week: Shovels ...., Power graders ...., Rollers 1, ~~Mixers~~ A.C. 1, Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., Barber Greene Paver 1

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

RECEIVED
FORM 2-135 5M 4-50

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

300-1714

5195

June 17, 1958

Woodward & Son & Barklow
910 Knott St.
Coquille, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5195, awarded May 9, 1958, for stone base and paving on the Powers (Poplar St. and 4th Ave.) Section in Coos County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

[illegible]
FOR FILING

5195

May 12, 1958

Woodward & Sons & Barklow
910 Knott Street
Coquille, Oregon

Gentlemen:

The State Highway Commission on May 9, 1958, awarded to you State Highway Contract No. 5195 for stone base and paving on the Powers (Poplar Street and 4th Avenue) Section on city streets, in Coos County.

This award was based on your bid of $16,679, which was the low bid submitted to the Commission on May 9, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
MAY 2 1958
FOR FILING

3C-1714

[illegible]

May 1, 1958

Mr. Edward Brown
City Recorder
City Hall
Powers, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Powers covering the Special City Allotment project on Poplar Street and Fourth Avenue in Powers.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAY 7 1958
FOR FILING

Salem, Oregon
May 1, 1958

$250,000 Fund Agreement
City of Powers

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations Dept.

Attached is a conformed copy of an agreement with the City of Powers covering the Special City Allotment project on Poplar Street and Fourth Avenue in Powers.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Powers, Oregon.

Secretary

rn
Attach: 1

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 8, 1958

SUBJECT: $250,000 Fund Agreement
City of Powers

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Poplar Street and Fourth Avenue in Powers.

Two copies of the agreement have been executed by the City and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved by the Highway Commission on December 5, 1957.

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED

ASST. STATE HIGHWAY ENGINEER
Date Apr. 9 1958

RECEIVED
APR 8 1958
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE December 5, 1957 see page 37 of the unbound minutes

Secretary

ORDINANCE NO. 40

4-1-58

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF Powers, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF Poplar Street from 1st Ave. to 4th Avenue; Fourth Avenue from Poplar St. to the Mill Creek Branch RR ________, A DISTANCE OF APPROXIMATELY 0.41 MILES AND DECLARING AN EMERGENCY.

Whereas the City of Powers, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision or ORS 366.800 and 366.805, and,

Whereas the State Highway Commission has accepted such application for the improvement of Poplar St. from 1st Ave to 4th Ave. Fourth Avenue from Poplar St to the Mill Creek Branch RR, a distance of approximately 0.41 mile, and,

Whereas in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $20,000 and the City of Powers to pay all cost in excess of $20,000, the City of Powers does ordain as follows:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Powers, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Poplar St. from 1st Ave to 4th Ave; Fourth Ave from Poplar St to Mill Creek RR and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the spring and summer of 19__ when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Powers, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter dated ____________________.

AYES 5

NAYES 0

Submitted to and approved by the Mayor the 1st day of April, 1958

By Ben R. Cahill
Mayor

ATTEST:

Edward Brown
City Recorder

December 11, 1957

Mr. Edward Brown
City Recorder
Powers, Oregon

Dear Mr. Brown:

On December 5 the State Highway Commission approved the Special City Allotment project on First Avenue and Fourth Street in Powers. The project was approved on the basis that the City would pay all costs in excess of $20,000. The present preliminary estimate is $18,500. A copy of this estimate is attached.

You will be contacted at a later date to work out the details of this project and negotiate an agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Att.

NOTED
C. G. SWENSON

$250,000 '58 Powers 6-19-57

Could not Contact Mayor Ben Crobill so saw Mr. Verlin Hermann Street Commissioner

Poplar Street and 4th Ave are receiving excessive wear due to heavy & unusual industrial traffic, Very heavy log truck traffic.

Street has been Oiled, base generally appears good at this time surface is broken and [illegible] and should have a 3" or 3½" AC pavement, City says they might be able to raise a little money but due to slow down of lumber market, Citizens are a little reluctant to vote any more funds,

Believe we should, if possible, recommend a project on Poplar Street from 1st Ave. to 4th Ave, and on 4th Avenue from Poplar to Mill Creek Branch Railroad Crossing; 0.40 miles.

H C Myers

1 ④

Powers 1958 Fund

Preliminary Estimate

Poplar Street from 1st Avenue to 4th St; Fourth Street from Poplar Street to Mill Creek Branch R.R. Crossing. A distance of approximately 0.40

Place 3" Asphaltic Concrete on present Oiled Surface, 20' width, Grade shoulders & some added base on S.E. end of project.

Blade Work	8 hrs.	$16.00	$128.00
Coarse Crushed Material	350 cu yds.	4.00	1400.00
3/4" 0 in base & shoulders	200 cu yds	5.00	1000.00
Sprinkling	14 M gal	4.00	64.00
Class "B" Asphaltic Concrete	880 tons	15.00	13200.00
Preliminary Estimate of Const Cost			$15,792.00
12½% E & C			1,974.00
Surveying			650.00
			$18,416.00

Total Prel Est $18,500

POWERS

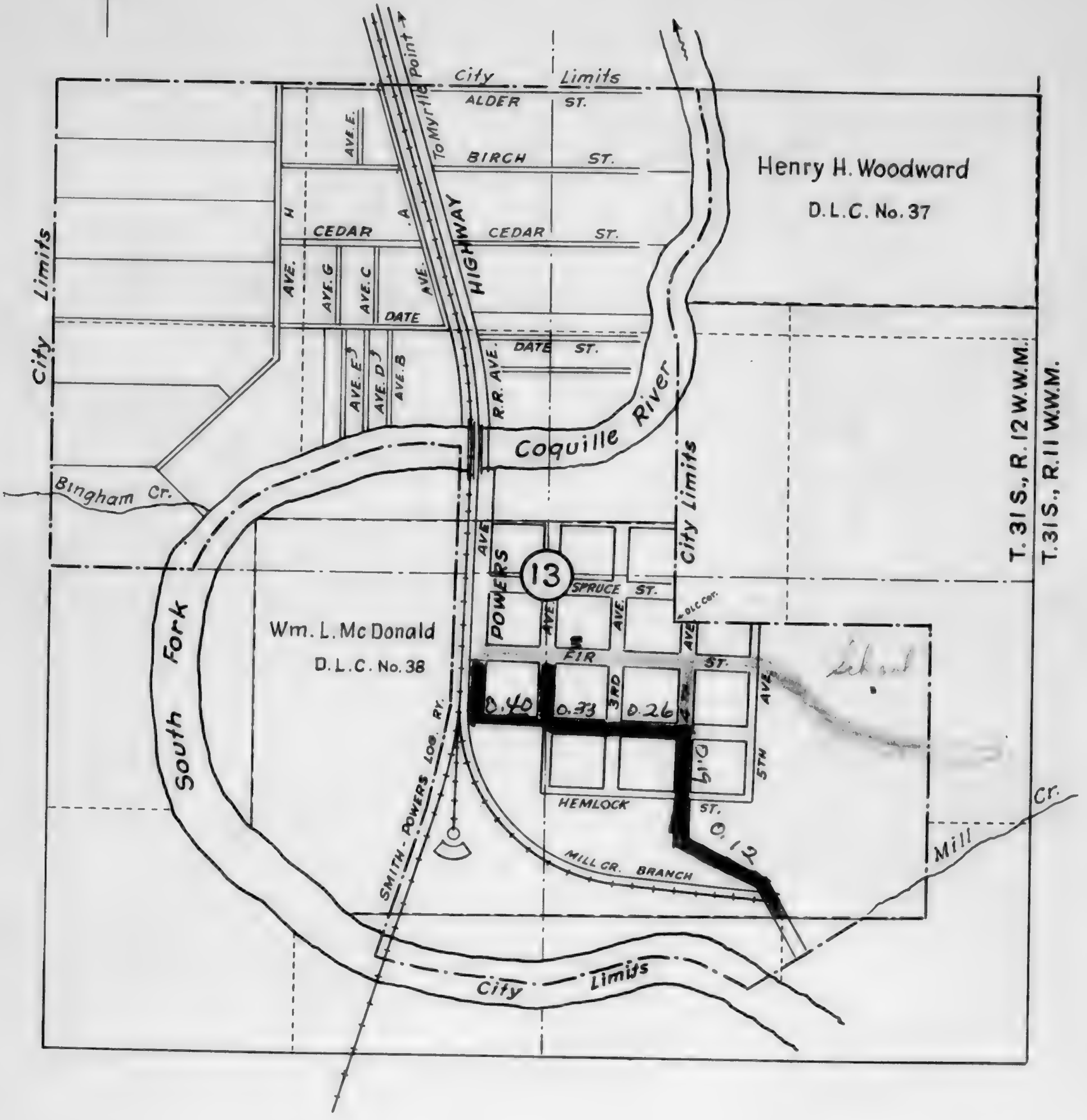
COOS COUNTY

Scale 1in.=800ft.

(Mayor Ben Crabill?)

Verlin Hermann
Councilman

(4)



Rev. 6-19-'47

3-4-57

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Powers is an incorporated city of the State of Oregon, and has a population of 1248, as given by the latest official census, and

WHEREAS, the following streets of said city, of Powers, Oregon

Form cc-50 (1953 Rev.)
Special City Allotment

as shown on the enclosed map are receiving excessive wear thru increased population and the new school. Also the Dark Blue streets are receiving much more heavy traffice on account Drilling Rigs and heavy machinery to the contemplated dam for the Pacific Power & Light Co.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

First Avenue from the Depot to the R.R. Tracks being part of Popular St. & part of 4th Avenue.
Also Fir Street from First Avenue to and including the intersection of 5th Avenue.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Powers does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Mayor Ben Crabill as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 4th day of March, 1957.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - -   - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Powers at a regular or special meeting of said Council, held on the 4th day of March, 1957, and the above copy is a true and correct copy of the original and of the whole thereof.

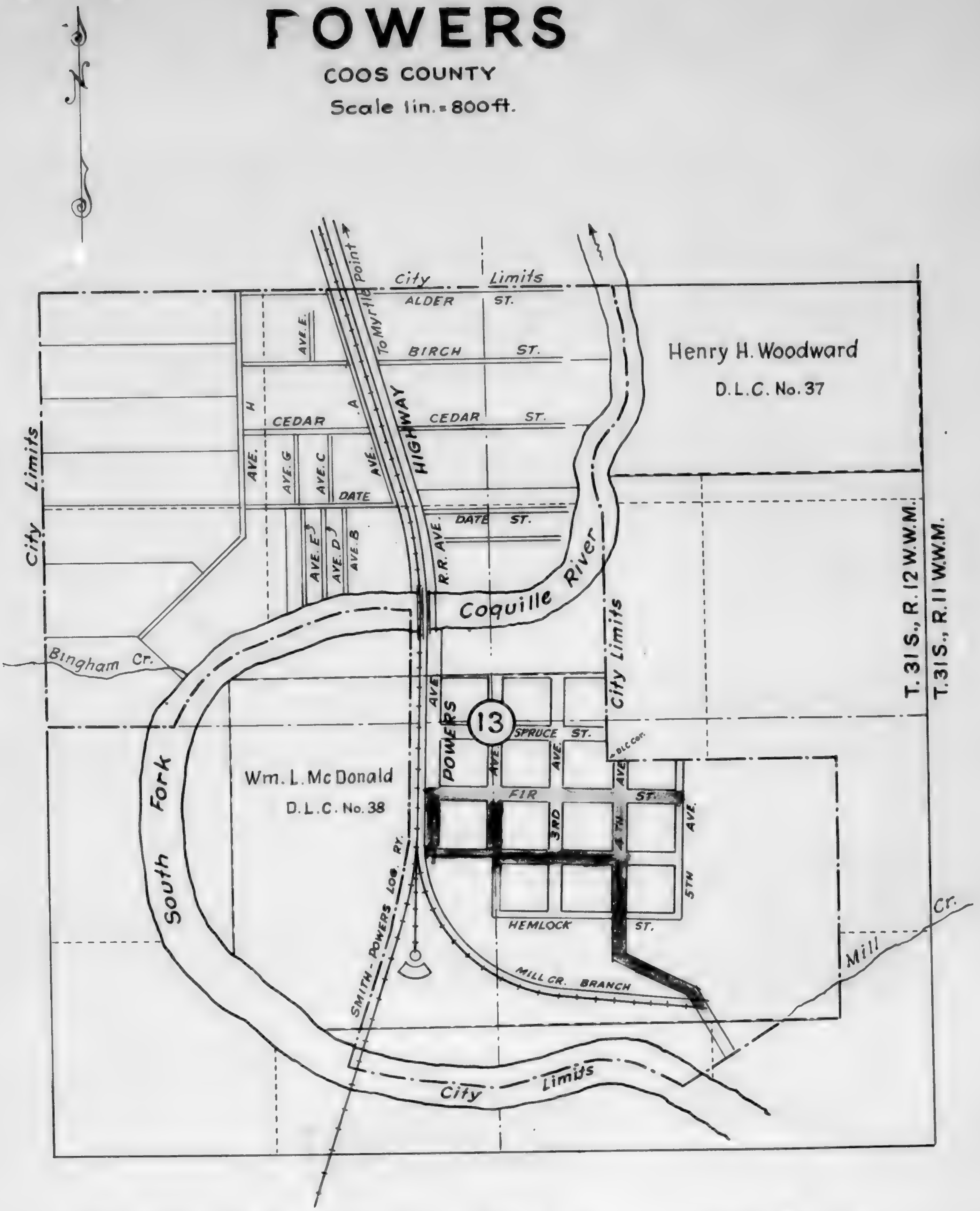
Dated this 4 day of March, 1957.

B. Stover Crabill
City Recorder

POWERS

COOS COUNTY

Scale 1in. = 800ft.



Light Blue- To new school- 200 % more traffic-Proposed Black Top

Dark Blue- Black Top- Main Traffic Highway- Very much in need of resurfaceing. Will have much more traffic if Pacific Power & Light Co dam is constructed.

Rev. 6-19-47

11-2307 Barns Maintenance Building 1958

#5196

RECEIVED
OCT 15 1958
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
(date)

October 14, 1958

(CONTRACT NO.) 15-497	(EST. NO.)	(CONTRACTOR)	
5196	3 Final	Endicott Logging Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23558	H225497	$8,703.30	10-14-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapeweske
ACCOUNTING DIVISION

Specified completion date: 80 workdays from May 22, 1958

Time Extensions: None

Completion Date: Aug. 28, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Oct. 14, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed OCT 14 1958
GKW

NOTED ON CARD

RECEIVED
OCT 6 1958
FOR FILING

[illegible]

5196

Oct. 3, 1958

CERTIFIED MAIL

American Casualty Co.
607 Washington St.
Reading, Pa.

Gentlemen:

State Highway Contract No. 5196 for Burns Maintenance Building in Harney County was completed by the contractor, Endicott Logging Company, on Aug. 28, 1958, and was formally accepted by the Highway Commission on Sept. 11, 1958.

Final payment in the amount of $8,703.30 will be released to the contractor on or after Oct. 13, 1958. The total contract amount is $22,778.40, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Van Winkle-Harbster, Inc.
Madras,
Oregan

NOTED ON CARD
em

RECEIVED
JUN 6 1958
FOR FILING

5196

FORM E-128 5M

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 5, 1958

Endicott Logging Co.
Route 1, Box 121
Prineville, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5196, awarded May 9, 1958,
for Burns Maintenance Building in
Harney County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED

FOR FILING

5/12

May 12, 1958

Endicott Logging Company
Route 1 Box 121
Prineville, Oregon

Gentlemen:

The State Highway Commission on May 9, 1958, awarded to you State Highway Contract No. 51[illegible]6 for the Burns Maintenance building in the city of Burns in Harney County.

This award was based on your bid of $22,230, which was the low bid submitted to the Commission on May 9, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

20-4220 Hendricks Br. Maint. 1 3
Painting, over McKenzie R.
#197

RECEIVED
SEP [illegible] - 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
September 5, 1958

5197	2 Final	J. E. Brown Company	
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
19984	H221887	$ 2,060.16	9-5-58
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapmeske
ACCOUNTING DIVISION

Specified completion date: 60 workdays from May 22, 1958

Time Extensions: None

Completion Date: July 17, 1958

Date Accepted: July 31, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Sept. 5, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query
By Floyd Query
Assistant Secretary

Warrant Mailed: SEP 8 1958
GRW

NOTED ON CARD
am

RECEIVED

Aug. 27, 1958

CERTIFIED MAIL

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5197 for maintenance painting on the Hendricks Bridge on the McKenzie Highway in Lane County was completed by the contractor, J. E. Brown Company, on July 17, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $2,060.16 will be released to the contractor on or after Sept. 6, 1958. The total contract amount is $5,568.00, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

NOTED ON CARD

cm

RECEIVED
[illegible]
FOR FILING
[illegible]-4210
[illegible]

August 18, 1958

Farmers Insurance Group
595 West 7th Street
Eugene, Oregon

Attention: Gordon M. Payne

Gentlemen:

This is in reply to your letter of August 14, 1958, informing us that your policyholder, Mr. Clyde McCulley's, car was damaged by paint spray on June 28, 1958, at Hendricks Bridge on U.S. Highway 126.

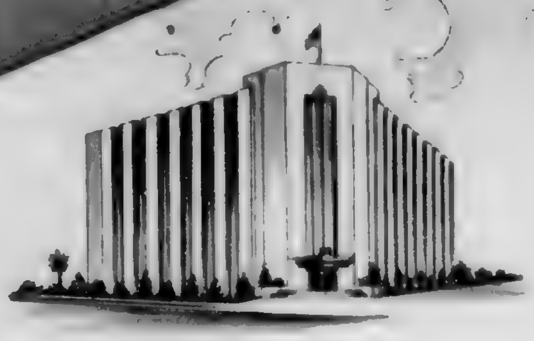
Our records indicate that the contractor was J. E. Brown Company, whose mailing address is 1000 S. E. 12th Avenue, Portland 14, Oregon. This is our Contract No. 5197, and was completed on July 17, 1958.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Floyd Query
Assistant Secretary

CWH:mc



HOME OFFICE LOS ANGELES CALIFORNIA

FARMERS INSURANCE GROUP
FARMERS INSURANCE EXCHANGE
TRUCK INSURANCE EXCHANGE
FIRE INSURANCE EXCHANGE
MID-CENTURY INSURANCE COMPANY
FARMERS AMERICAN AUTO CLUB
FARMERS NEW WORLD
LIFE INSURANCE COMPANY

FARMERS INSURANCE GROUP
EUGENE BRANCH CLAIMS
595 WEST 7TH - EUGENE, OREGON
DI 4-1479

August 14, 1958

State of Oregon
State Highway Department
Salem, Oregon

Re:
Our Insured : Clyde McCulley
Date of Loss: 6-28-58

Gentlemen:

Will you give us the name and address of the painting contractor who painted the Hendricks Bridge which crosses the McKenzie River on U.S. Highway 126, approximately one mile west of Walterville, Oregon?

One of our policyholder's car was damaged by paint spray on the date set out above, and we should like to correspond with the contractor with respect to our subrogation claim.

Very truly yours,

G M Payne
Gordon M. Payne
Adjuster

GMP:cf

J.E. Brown Co.
1000 S.E. 12th Ave.
Portland 14, Ore.
#5197 (completed 7-17-58)

RECEIVED
AUG 15 1958
OREGON
STATE HIGHWAY COMMISSION

FARMERS INSURANCE GROUP
30th ANNIVERSARY JUBILEE

AUTOMOBILE – TRUCK – FIRE – LIFE – PUBLIC LIABILITY – CARGO
WORKMEN'S COMPENSATION – PERSONAL ACCIDENT – GEN. LIABILITY

FORM 2-123 5M 4-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN 5 1958
FOR FILING

5197

June 5, 1958

J. E. Brown Company
1000 S. E. 12th Ave.
Portland 14, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5197, awarded May 9, 1958, for Hendricks Bridge Maintenance Painting, McKenzie Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED

FOR FILING

May 12, 1958

J. E. Brown Company
1000 S. E. 12th
Portland, Oregon

Gentlemen:

The State Highway Commission on May 9, 1958, awarded to you State Highway Contract No. 5157 for cleaning and painting the Hendricks Bridge over the McKenzie River on the McKenzie Highway in Lane County.

This award was based on your bid of $5,568, which was the low bid submitted to the Commission on May 7, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

I-[illegible]1(15) Ontario Bridges over the Snake River 1959

#[illegible]

RECEIVED
SEP [illegible] 1960
FOR FILING
[illegible]

5198

September 27, 1960

The Fidelity & Casualty Co. of N. Y.
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

State Highway contract #5198 for construction of the Ontario Bridges over the Snake River on the Ontario-Idaho Line Section of the Old Oregon Trail in Malheur County was completed by the contractor, Hansen & Parr Construction Co., on July 29, 1960, and was formally accepted by the Highway Commission on August 18, 1960.

Final payment in the amount of $47,973.23 will be released to the contractor on or after October 7, 1960. The total contract amount is $928,058.73, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Fidelity & Casualty Co. of N. Y.
Pallett, Fisher & Carlo, Inc.,
1001 US National Bank Bldg.,
Portland 4, Oregon

RECEIVED

NOTED
W. G. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

April 11, 1960

Ontario(Snake River) Bridges
Contract No. 519[illegible]

SUBJECT:

To: Memo to Files

I phoned Bennett, Highway Engineer at Boise today, that we would be ready to put traffic over interstate at State Line on June 15th or July 1st. That I would contact Gus Anderson, District Engineer, when a firm date is established.

A. F. Parson
Division Engineer

AFP:gb
cc - Mr. Tom Edwards

Send copy to Cooper

WCW

RECEIVED
APR 12 1960
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
RECEIVED
APR 12 1960
NOTED.. ☐ ☑ ☐ ☐ ☐

RECEIVED
OCT 9 1958
FOR FILING

A

October 9, 1958

Office of the Solicitor
U. S. Dept. of Labor
307 Appraisers Building
630 Sansome St.
San Francisco 11, Calif.

Attention: Mr. Kenneth C. Robertson
Regional Attorney

Gentlemen:

This letter concerns Federal-aid Interstate Highway Project No. I-3021(10), Snake River Bridges in Malheur County, Oregon and Payette County, Idaho.

We are advised by the contractor that he has found it necessary and urgent to employ a barge operator, a classification not listed in the wage decision applicable to the project which decision is No. S-19134 dated April 17, 1958 and addendum for Idaho portion dated June 27, 1958.

The barge is a conventional "3 x 5 CB" steel unit assembly of 5' x 7' tanks powered by outboard motors. The barge operator handles the barge only. The contractor advises that a rate of $2.88 an hour is a recognized proper rate for this work and that the position can be filled by an experienced operator at this rate of pay.

We recommend that a classification be established for this position on the above project at a minimum hourly wage rate of $2.88, commonly applicable to the Oregon and Idaho portion of the project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

VGO'N:bb
cc: C. A. Gardner
C. G. Polk (2), Div. Engr.
BPR - Salem, Oregon
Mr. C. B. Bennett
State Highway Engineer
P. O. Box 879
Boise, Idaho

RECEIVED 3198

FOR FILING

Monthly Transaction No. 9-74	Fo -2 (9- 57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
		County **Malheur**
Project Report No. I-3021(10)	**FEDERAL-AID PROJECT AGREEMENT**	Project No. I-82-8(3)376

Old I-3021(10)
New I-80N-8(3)376

5 12

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
Snake River (Ontario) Bridge
* Jointly financed Oregon-Idaho Project

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering	6-5-57	(0.18)
Rights-of-Way		
Construction	3-5-58	0.18
Other (*Specify*)		

FUNDS

Estimated total cost of project $ *(1,052,915) 526,458.00	Federal funds $ 484,000.00 (Oregon)

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

C. G. Polk

By C. G. Polk
Division Engineer

Date executed by Division Engineer September 8, 1958

USComm-DC 40257

September 4, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Ontario Bridges, Project No. I-82-8(3)376.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:maj

September 4, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Ontario Bridges, Project No. I-82-8(3)376.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

August 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding eight copies of estimate as a basis for project agreement for the Ontario Bridges, Project No. I-3021(10)(Idaho), I-82-8(3)376 (Oregon).

Very truly yours,

W. C. Williams,
State Highway Engineer

By

Forrest Cooper,
Deputy State Highway Engineer

RNC:maj

FORM E-123-X 25M 5-58

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 27, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding eight copies of estimate as a basis for project agreement for the Ontario Bridges, Project No. I-3021(10)(Idaho), I-82-8(3)376 (Oregon).

Very truly yours,

W. C. Williams,
State Highway Engineer

By

Forrest Cooper,
Deputy State Highway Engineer

Oregon State Highway Department

Federal Aid
Project No. I-3021(10)(Idaho)
I-82-8(3)376(Oregon)

ONTARIO BRIDGES ON THE OLD OREGON TRAIL
HIGHWAY IN MALHEUR COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 15, 1958

Type Code P.E.

Preliminary Engineering	All Required		$15,000.00

Type Code X031
Ontario Bridges (L4 Sta. 1359+20 to L4 Sta. 1368+88.5)
(Contract No. 5198)

Shoring and Cribbing	All Required		193,222.00
Structural Excavation	4,076 cu. yds.	$ 7.00	28,532.00
Excavation Below Elevation Shown	100 cu. yds.	20.00	2,000.00
Furnish Steel Piling	2,144 lin. ft.	4.00	8,576.00
Drive Steel Piles	80 only	50.00	4,000.00
Class "A" Concrete	3,822 cu. yds.	70.00	267,540.00
Metal Reinforcement	577,000 lbs.	0.155	89,435.00
Structural Steel	All Required		345,000.00
Metal Parapet Rail	3,870 lin.ft.	3.50	13,545.00
8-inch Metal Drain Pipe	200 lin.ft.	4.00	800.00
	Subtotal		$952,650.00
	10% Engr. & Cont.		95,265.00
	Total		$1,047,915.00

Length of Structure . . . . 0.183 Mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
	Oregon		
Preliminary Engineering	$ 2,500.00	$ 2,000.00	$ 500.00
Structure	523,957.50	482,000.00	41,957.50
(50% of Total)	$ 526,457.50	$ 484,000.00	$42,457.50

Description	Total Cost	Federal Funds	State Funds
	Idaho		
Preliminary Engineering	$ 2,500.00	$ 2,307.50	$ 192.50
Structure	523,957.50	483,612.77	40,344.73
(50% of Total)	$ 526,457.50	$ 485,920.27(92.30%)	$ 40,537.23
Total	$1,052,915.00	$ 969,920.27	$82,994.73

Funds for Construction:

Oregon: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939.

Idaho: Chap. 93, laws 1951 and all acts amendatory thereof.

Funds for Maintenance:

Oregon: Chap. 529, laws 1939.

Idaho: Chap. 93, laws 1951 and all acts amendatory thereof.

Oregon State Highway Department

Federal Aid
Project No. I-3021(10)

ONTARIO BRIDGES ON THE OLD OREGON TRAIL HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon February 7, 1958

Type Code P.E.

Preliminary Engineering	All Required		$15,000.00

Type Code X031
Ontario Bridges (L4 Sta. 1359+20 to L4 Sta. 1368+88.5)

Shoring and Cribbing	All Required		$180,000.00
Structural Excavation	4,018 cu. yds.	$10.00	40,180.00
Furnish Steel Piling	2,144 lin. ft.	5.00	10,720.00
Drive Steel Piles	80 only	60.00	4,800.00
Class "A" Concrete	3,798 cu. yds.	70.00	265,860.00
Metal Reinforcement	575,000 lbs.	.14	80,500.00
Structural Steel	All Required		418,000.00
Metal Parapet Rail	3,870 lin. ft.	7.00	27,090.00
8-inch Metal Drain Pipe	200 lin. ft.	4.00	800.00
	Subtotal		$1,027,950.00
	10% Engr. & Cont.		102,795.00
	Total		$1,130,745.00

Length of Structure. . . . . 0.183 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
	OREGON		
Preliminary Engineering	$ 7,500.00	$ 6,500.00	$ 1,000.00
Structure	565,372.50	$522,200.00	43,172.50
(50% of Total)	$ 572,872.50	$528,700.00	$44,172.50
	IDAHO		
Preliminary Engineering	$ 7,500.00	$	$
Structure	565,372.50		
(50% of Total)	$ 572,872.50	$	$
Total	$1,145,745.00	$	$

FORM HE-123X 50M 5-37

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 12, 1938

Mr. C. G. Polk, District Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

Dear Sir:

RE: Ontario Bridge over Snake River
F.A.P. No. 1-302 (10)

We are advised by the State of Idaho that they have acquired all rights of way necessary for the above project.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

GAG/kcs
cc: Mr. Porter
~~Mr.~~ Nash
Mr. A. F. Parsor

FORM E-423X 80M 5-57

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 11, 1958

Idaho Department of Highways
Capitol Building
Boise, Idaho

Attention: Mr. G. Bryce Bennett,
State Highway Engineer

Gentlemen:

We are enclosing six sets of plans and special provisions for the "Ontario Bridges over Snake River" project for your information and files.

Will you please transmit one set of prints and the special provisions to the Division Engineer for the Bureau of Public Roads in your district.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

DGD/mm

Enclosure

cc: Roy Tokerud
G. S. Paxson

STATE OF IDAHO

IDAHO BOARD OF
HIGHWAY DIRECTORS
ROSCOE C. RICH - CHAIRMAN
LEONARD K. FLOAN - MEMBER
DAVID P. JONES - MEMBER

WAYNE SUMMERS - SECRETARY

G. BRYCE BENNETT
STATE HIGHWAY ENGINEER

ALLAN G. SHEPARD
LEGAL COUNSEL

DEPARTMENT OF HIGHWAYS
P. O. BOX 879
BOISE, IDAHO

Idaho-Oregon Interstate
Project I-3021(10)
Ontario Interstate Bridges

13 March 1958

Oregon State Highway Department
Salem
Oregon

Attention: Mr. Ivan D. Merchant, Bridge Engineer

Gentlemen:

Your March 11 letter sent reduced size plans and proposal assemblies on the about project, but no detailed preliminary estimates were received.

Our Idaho BPR Division Office requires that the usual PS&E submission be made to them, in order that they may follow the routine of approving PS&E and advance the Federal funds involved to the next stage.

For this purpose, please send us ten copies of Preliminary Estimate of Cost.

When bids are opened, we should have five copies of the Abstract of Bids to permit our securing BPR approval of our concurrence in award of Contract.

We will also require fifteen copies of the agreement estimate. For your information in preparing this estimate, Idaho's federal aid prorate for this project will be 92.30%, and the reference to Idaho statutes for State participation in construction and maintenance costs will be:

"Chapter 93, Session Laws of 1951, and all acts amendatory thereof."

G. BRYCE BENNETT
STATE HIGHWAY ENGINEER

T. A. DOWNING
PLANS ENGINEER

GBB/TAD/jes

Oregon State Highway Department

Federal Aid
Project No. I-3021(10)

ONTARIO BRIDGES ON THE OLD OREGON TRAIL HIGHWAY

IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon March 5, 1958

Type Code P.E.

Preliminary Engineering	All Required		$ 15,000.00

Type Code X031
Ontario Bridges (L4 Sta. 1359+20 to L4 Sta. 1368+88.5)

Shoring and Cribbing	All Required		$180,000.00
Structural Excavation	4,076 cu. yds.	$10.00	40,760.00
Excavation Below Elevation Shown	100 cu. yds.	20.00	2,000.00
Furnish Steel Piling	2,144 lin. ft.	5.00	10,720.00
Drive Steel Piles	80 only	60.00	4,800.00
Class "A" Concrete	3,822 cu. yds.	70.00	267,540.00
Metal Reinforcement	577,000 lbs.	.14	80,780.00
Structural Steel	All Required		427,938.00
Metal Parapet Rail	3,870 lin. ft.	7.00	27,090.00
8-inch Metal Drain Pipe	200 lin. ft.	4.00	800.00
	Subtotal		$1,042,428.00
	10% Engr. & Cont.		104,242.80
	Total		$1,146,670.80

Length of Structure . . . . . . 0.183 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
	OREGON		
Preliminary Engineering	$ 7,500.00	$ 6,500.00	$ 1,000.00
Structure	573,335.40	529,600.00	43,735.40
(50% of Total)	$580,835.40	$536,100.00	$44,735.40
	IDAHO		
Preliminary Engineering	$ 7,500.00	$	$
Structure	573,335.40		
(50% of Total)	$580,835.40	$	$
Total	$1,161,670.80	$	$

Oregon State Highway Department

Federal Aid
Project No. I-3081(10)

ONTARIO BRIDGES ON THE OLD OREGON TRAIL HIGHWAY
IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon March 5, 1958

Type Code P.E.

Preliminary Engineering	All Required		$ 15,000.00

Type Code X031
Ontario Bridges (14 Sta. 1359+20 to 14 Sta. 1368+88.5)

Shoring and Cribbing	All	Required		$180,000.00
Structural Excavation	4,076	cu. yds.	$10.00	40,760.00
Excavation Below Elevation Shown	100	cu. yds.	20.00	2,000.00
Furnish Steel Piling	2,144	lin. ft.	5.00	10,720.00
Drive Steel Piles	80	only	60.00	4,800.00
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Preliminary Engineering	$ 7,500.00	$	$
Structure	573,335.40		
(50% of Total)	$580,835.40	$	$
Total	$1,161,670.80	$	$

RECEIVED
AUG 1 1958
FOR FILING

5198

August 1, 1958

Hanson & Parr Construction Company
General Contractors
West 315 Boone Avenue
Spokane, Washington

Re: Snake River bridges at Ontario
Contract No. 5198

Gentlemen:

We have received from the Secretary of Labor a revision of the minimum wage scales for various classes of labor used on the Snake River bridges near Ontario. This revision applies to only the work done within the state of Idaho. A copy of this revision is attached hereto.

Under the contract for this project, you were required to pay the Oregon scale on the entire project. Our attorneys have ruled that, if you elect to take advantage of the revision approved by the Secretary of Labor, a formal amendment of the contract will be necessary and that any savings made by you in wages paid to labor must be refunded to the states.

We would appreciate advice as to whether you elect to put these Idaho wage scales into effect in work in Idaho, so that the necessary modifications of the contract can be prepared. Under the contract the wage scales set up are minimum only and no restriction is made as to payment in excess of these scales, should you so elect.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. C. Bryce Bennett
State Highway Engineer
Idaho Department of Highways
Boise, Idaho

Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Leonard Lindas
Mr. Ivan D. Merchant

GSP:gm fn

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 22, 1958

SUBJECT: Snake River Bridges
at Ontario
Contract No. 5198

To: Mr. Ivan D. Merchant
Bridge Engineer

Office

I have for reply your letter of July 14 and after examining the Federal Highway Act of 1956 as well as the regulations for the administration of Federal Aid Highways, dated February 21, 1957, it is my opinion that we do not need to make any changes in our contract for the above mentioned bridge.

Section 166 of the Federal Highway Act provides that laborers and mechanics employed by contractors and subcontractors on the interstate system "shall be paid wages at rates not less than those prevailing on the same type of work" in the immediate locality as determined by the Secretary of Labor. Section 1.12 covering labor and employment in the regulations for the Administration of Federal Aid Highways likewise provides that the laborers shall be paid wages at rates not less than those prevailing on the same type of work in the immediate locality. The regulations do provide that the published notices to bidders contain a statement that the minimum wage rates as determined by the Secretary of Labor will be set out in the specifications and bid proposal and that such rates will be made a part of the contract. In interpreting the above regulation, however, it is my opinion that they are not attempting to bind the contractor to pay only the minimum wage's as predetermined by the Secretary of Labor but are merely cautioning him that his bid will not be accepted if his wage rates are less than the minimum.

It is true that we probably should have obtained the minimum rates in Idaho before we published and awarded the contract but since the wages being paid are in excess of the minimum rates in Idaho I can not see why anyone should complain. As a practical matter, even if we had obtained the Idaho minimum rates, the bidders would probably still have used the Oregon rates, since they were higher, in order to avoid discriminating between their employes, to wit, those who work on the Idaho side and those on the Oregon side, and also to avoid the many other complicated questions which would arise as mentioned in your letter.

If I can be of any further assistance on this matter, do not hesitate to contact me.

L. I. Lindas

L. I. LINDAS
Chief Counsel

FCMc:bk
cc - G. E. Rohde

	Idaho	Oregon
Laborer	2.27	2.35
Carpenters	2.85	3.10
Iron worker (street)	[illegible]	3.40
〃 〃 [illegible]	3.121	3.20
Pile bucks	3.025	3.20
	5 | 14.345	15.25
	2.87	3.05

3 | 960
2 | 320
160.000
.05
8000.00

.15
~~[illegible]~~ .5
305 | 1.1700

HANSEN & PARR *Construction Co.*

GENERAL CONTRACTORS

~~SPOKANE, WASHINGTON~~
P.O. Box 315
Fruitland, Idaho

July 18, 1958

Mr. W.C. Williams, State Highway Eng.
Highway Commission
Salem, Oregon

Dear Sir:

We have been advised by Mr. John Molitor of the Associated General Contractors office in Boise, Idaho that your office had received approval from the Department of Labor to use the Idaho union wage scales for the Idaho work on the Snake River bridges at Ontario, Ore.

Would kindly ask that you send us a confirmation of this approval in writing at an early date.

Yours truly,

Hansen & Parr Const. Co.

John Hansen Jr

W. 315 Boone Ave.
Spokane.

RECEIVED
JUL 21 1958
OREGON
STATE HIGHWAY COMMISSION

Salem, Oregon
July 14, 1958

Snake River Bridges at Ontario
Contract No. 5198

Mr. Leonard I. Lindas
Chief Counsel
Office

This is a Federal-aid Interstate project. Federal regulations for this type project require that construction specifications carry a schedule of minimum wage rates to be paid by contractors to all classes of labor employed on the project, and that these minimum rates be determined by the U. S. Department of Labor.

In our usual process of preparing construction specifications for the project, we made application to the U.S. Department of Labor for a wage determination for the project. In response to this application, we received Decision No. S-19,134, copy attached. Wage rates set up in this decision were incorporated in the contract construction specifications. Please note the location of the work on the Decision. We gave the location as near Ontario, Malheur County, Oregon, inadvertently omitting the fact that a part of the work was in Payette County, Idaho.

Soon after the contractor started work on the project, we received a complaint via telephone from a Miss Williams of the U. S. Department of Labor, Washington, D. C. The gist of the complaint was that the minimum rates set up for the project were in excess of local rates and also the Idaho portion of work was not covered by Decision S-19, 134. It was inferred in the telephone conversation that we should apply to the U. S. Department of Labor for a wage decision to cover the Idaho portion of the work to correct the situation. This was done per our letter of June 20, 1958. (See copy attached.)

In response to our application of June 20, the U. S. Department of Labor has handed us an addendum to Decision S-19,134 to cover the portion of the work in Idaho. (See copy attached.)

The minimum rates in this addendum appear to be somewhat lower for all classifications than those of the original decision S-19,134.

The receipt of this addendum brings up a question as to whether or not we are required under the Interstate Highway laws to amend our present contract to include the addendum. If the answer to this is No—we will file the addendum and complete the work under the contract. If the answer is yes, then the following are a few of the questions to be answered:

1. How do we go about amending the contract.

2. Who establishes the physical location of the Oregon/Idaho line on the project so that we can tell the contractor which rate applies where.

3. Do we go after the contractor for credit for the difference in wage rates for work done in Idaho under the addendum and what is our position on this if the contractor says he can't get labor at the lower minimum rates.

4. Do we require the contractor to segregate his payrolls—showing work done in Idaho at one rate and work done in Oregon at a different rate—for the same kind of work.

I would be glad to discuss this with you at your convenience.

Ivan D. Merchant
Bridge Engineer

CAG/rm
Attached

SOL-108
(11-50)

U. S. DEPARTMENT OF LABOR
OFFICE OF THE SECRETARY
WASHINGTON

S-19,134 ADD

Date: June 27, 1958

DECISION OF THE SECRETARY

Department of Highways
State of Oregon

Oregon FA Project I-3021(10)-Ontario-Idaho State Line Section, Old Oregon Trail Highway (US-30), Snake River Bridges, Ontario, Malheur County, Oregon.

This case is before the Department of Labor pursuant to a request for the finding of the prevailing wage rates for additional crafts relating to the construction work described above. The following decisions pertaining thereto have been issued:

Original decision dated April 17, 1958
Expires July 17, 1958
Modified June 17, 1958

Based on various data in the possession of the Department of Labor, the rates noted below for additional classifications are hereby directed. Otherwise, the decision as described is affirmed.

GPO 16—63150-1

Description of work:
ADD: Idaho portion, Payette County, Idaho

Payette County, Idaho

Carpenters:	Per Hour
Carpenters	$2.85
Saw filers	3.025
Millwrights & machine erectors	3.125
Piledrivermen, bridge, dock & wharf builders	3.025
Boom men	3.125
Ironworkers:	
Structural	3.125
Ornamental	3.125
Reinforcing	3.125

	Per Hour
Cement masons	$2.975
Electricians	3.10
Painters, brush	2.65
" , spray	3.22
Laborers	Page 2
Power Equipment Operators	Page 3
Truck Drivers	Page 4

Stuart Rothman
Solicitor of Labor
By direction of the Secretary of Labor,

Idaho 1-Lab
2-j
3-j

	Per Hour
Laborers:	
Laborer, general	$2.22
Sloper	2.22
Clearing and grading	2.22
Form stripper	2.22
Concrete crew, spreader and weightman	2.22
Carpenter tender	2.22
Dumpman	2.27
Riprap man, hand placed	2.27
Timberfaller, timberbucker	2.27
Asphalt spreader and laborer	2.27
Asphalt raker	2.32
Chucktender, nipper	2.32
Vibrator operator	2.32
Tamper	2.32
Chipping gun	2.32
Power wheel barrow	2.32
Gunnite nozzleman tender	2.32
Brakeman	2.32
Mucker and bullgang	2.32
Handling cement	2.37
Pipelayer, non-metallic	2.37
Form setter - paving	2.37
Pipewrapper	2.37
Tar pot tender (non-mechanical)	2.37

	Per Hour
Laborers: (contd.)	
Jackhammer operator and paving breaker	$2.42
Powderman helper	2.42
Free air caisson worker	2.42
Sandblasting and scouring of concrete	2.47
Highscaler	2.57
Wagon drill operator	2.57
Powderman	2.67
Diamond drill operator	2.67
Gunite nozzleman	2.67
Men working on a swinging stage or on a boatswain chair or a life belt off of a line or block and tackle 20¢ per hour additional	
Underground work:	
Miners	2.72
Machinemen	2.72
Timbermen	2.72
Drill doctors	2.72
Form setters & movers	2.72
Spaders & diggers	2.72
Gunnite nozzleman	2.67
Gunman	2.42
Reboundman	2.32
Nippers	2.37
Chucktenders	2.37
Dumpman	2.37
Vibrator operators	2.37
Brakeman	2.37
Muckers & bullgang	2.32

RECEIVED
JUL 11 1958
OFFICE ENGINEERING
DIVISION

	Per Hour
Asphalt Pavers & Spreaders (Adnum, Yeager, Barber-Green)	$2.62
Asphalt plant fireman	2.57
A-frame truck	2.65
Air compressor	2.52
Air compressor (over 1000 ft. or 2 or more)	2.57
Asphalt plant engineer	2.62
Battery tunnel locomotive	2.57
Bell boy	2.47
Blade operator (motor patrol)	2.92
Blower operator (cement)	2.52
Boring machines (earth or rock) (Quarrymaster, Joy, Tractor Mounted)	2.77
Brakeman and Deckhand	2.37
Cableway operator	2.92
Cement Hog	2.57
Cranes (All)	2.97
Clamshell dredge	2.97
Transverse Finishing Machine (Highway)	2.52
Transverse Finishing Machine (Airport)	2.77
Spreader Machine (Highway)	2.52
Spreader Machine (Airport)	2.77
Longitudinal Float Machine	2.52
Belt Finishing Machine	2.52
Spray Curing Machine	2.52
Concrete mixer	2.57
Concrete road paver	2.82
Concrete road paver (Dual)	2.97
Concrete batch & wet mix operator (manual control)	2.57
Concrete batch & wet mix engineer (automatic control)	2.82
Crusher plant operator	2.82
Crusher plant feeder (mechanical)	2.37
Distrubutor leverman	2.37
Drill bit grinder threader operator	2.52
Drills: Churn, Core, Calyx or Diamond	2.77
Derrick operator	2.97
Euclid loader	2.97
Fireman & heater tenders	2.47
Elevating grader operators	2.92
Generator plant operator-mechanic (Diesel Electric)	2.82
Grade checker (optional with contractor)	2.37
Grout pump	2.57
Hoist, single drum	2.52
Hoist, 2 or more drums or tower hoist	2.62
Heavy duty mechanic or welder	2.82
Heavy duty mechanic or welder helper	2.37
Hydraulic monitor operator, skid mounted	2.42

	Per Hour
Hydralift, fork lift & similar (when hoisting)	$2.52
Locomotive engineer, under 20 ton	2.62
Locomotive engineer, 20 ton or over	2.92
Mixermobile	2.72
Mucking Machine (underground)	2.87
Oilers and cable tenders (underground)	2.57
Oilers on all other equipment	2.40
Power shovels, draglines, cranes (5 c.y. and over)	3.17
Power shovels (1 yd. and over)	2.97
Power shovels (under 1 yd.)	2.87
Pile driver engineer	2.92
Pumpcrete operator	2.77
Pumpman	2.42
Power loader (bucket elevator, conveyors)	2.52
Pugmixer, box or screed operator	2.42
Refrigerator plant engineer	2.82
Road roller, all types (tractor drawn or self-propelled)	2.42
Road roller, finishing high type pavement	2.77
Scoopmobile and similar machines, under 2 yds.	2.52
Scoopmobile and front end and overhead loader, 2 yds. and over	2.82
Tool dresser	2.82
Tournapulls, DW-20, 21, Euclid and similar	2.87
Tractor, crawler type, including dozer, carry-all, loaders, drills, etc.	2.82
Tractor, rubber tired farm type, using attachments, broom, etc.	2.62
Trenching machines (7 ft. depth capacity)	2.67
Trenching machines (over 7 ft. capacity)	2.77

Underground men shall be paid ten per cent additional, except operators of mucking machines and battery tunnel locomotives, and oilers and cable tenders.

Truck Drivers:(Heavy & Highway)	Per Hour
Flat bed-2axle-&pick-ups-hauling materials	$2.40
Water tank truck (1800 gals. & under)	2.40
Warehouseman	2.45
Truck helpers	2.45
Leverman loading trucks at bunkers	2.45
Fork lift (3000 lbs & under)	2.50
Flat bed-3 axle	2.55
Dump truck (6 yds. & under)	2.50
Semi-trailer, low bed, truck & trailer	2.60
Water tank truck (over 1800 gals. to 4000)	2.45
Greaser & tiremen	2.45
Transit mix (3 yds. & under	2.50
Buggymobile	2.50
Lumber carrier	2.60
Oil dist. driver	2.55
Dump truck (over 6 yds. to 12 yds. incl.)	2.70
Dumptors	2.70
Flat bed-using power take off	2.65
Semi-bottom dump spreader(12 yds. & under)	2.70
Fork lift (over 3000 lbs.)	2.70

Truck Drivers:(Heavy & Highway)(Contd.)	Per Hour
Transit mix (over 3yds. to 6 yds.)	$2.60
Water tank truck (over 4000 gals.)	2.55
"A" frame	2.70
Dump truck (over 12 yds. incl. 20 yds.)	2.85
Semi-bottom dump spreader(over 12 yds. incl. 20 yds.)	2.85
Bottom dump (12 yds. & under)	2.75
Dump truck (over 20 yds.)	2.95
Semi-bottom dump spreader (over 20 yds.)	2.95
Bottom dump (over 12 yds.)	2.85
Tournarock & similar equipment	2.85
Semi pulling full trailer (over 20 yds.)	2.85

RECEIVED
JUN 20 1958
FOR FILING

1-3001 (2)

5198

AIR MAIL

7

June 18, 1958

Mr. James R. Beaird
Assistant Solicitor
U. S. Department of Labor
14th and Constitution Avenue
Washington, D. C.

Dear Mr. Beaird:

We refer to the call from your Miss Williams advising that our recently contracted project for bridge construction on the Snake River at the Oregon-Idaho state line has wage rate coverage for only the half of the project which is within the State of Oregon.

This situation has arisen due to error on our part whereby the project was described, in our request for wage rate determination, as being located in Malheur County, Oregon; no mention having been made of the fact that the east half of the project is in Payette County, Idaho.

The wage rate decision involved is Decision No. R-19,134, issued under date of April 17, 1958. The contract is Oregon Contract No. 5198, dated May 9, 1958.

We assume that Decision No. R-19,134 remains effective as regards the half of the project which is in Oregon and that, if arrangements can be made for the issuance of a decision to cover the Idaho half, the difficulty will be resolved. Accordingly, we have prepared a request for a rate determination to cover the Idaho half of the project and are submitting it to you in the hopes that you will be able to honor it for us.

If this method of handling is not proper, or if some other method is preferable from your standpoint, we will be glad to receive your instructions and to proceed accordingly.

The Division Engineer of the Bureau of Public Roads at Salem and the Highway Department of the State of Idaho have been advised of the situation and neither has indicated any obstacle in the way of handling the matter in the manner we have suggested.

We regret exceedingly our having failed to properly describe the project in the original request for determination and our having thereby created this irregularity. We assure you that your actions in straightening the matter out will be deeply appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:mfh

cc: Mr. Kenneth C. Robertson
Regional Attorney
U. S. Department of Labor
630 Sansome Street
San Francisco, California

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Mr. C. B. Burnett
State Highway Engineer
P. O. Box 879
Boise, Idaho

(NOTE: TO BE USED BY STATE HIGHWAY DEPART S REQUESTING WAGE DETERMINATIONS PURS O SEC. 115 OF THE FEDERAL AID HIGHWAY ACT OF 1956. PLEASE CHECK AND IN SPACES PROVIDED THE CLASSIFICATIO REQUIRED TO PERFORM THE CONTRACT WORK DESCRIBED BELOW.)

REQUEST FOR DETERMINATION

Form DB-11(a)

TO: U. S. DEPARTMENT OF LABOR

NOTE.—Use black ribbon and type on one side only.

Request is hereby made for the determination of the wage rates to be paid laborers and mechanics on the work described below.

NAME AND TITLE OF REQUESTING OFFICER: S. H. Probert, Office Engineer

DATE OF REQUEST: June 19, 1958

ESTIMATED VALUE OF CONTRACT: $ 1,072,000

SIGNATURE:

FOR DEPT. OF LABOR USE

DEPARTMENT, AGENCY: Oregon State Highway Department

DESCRIPTION OF WORK: Idaho F.A. Project I-3021(10)
Highway US 30 (I82)
Snake River Bridges (Idaho Portion)

DECISION NO.

LAW CODE

DATE OF DECISION

LOCATION (CITY OR OTHER DESCRIPTION): East of Ontario, Oregon

PROPOSED ADVERTISING DATE: April 23, 1958

EXPIRES

STATE: Idaho

COUNTY: Payette

SUPERSEDES DECISION NO.

	Per Hour
Check Crafts	
__ Bricklayers	
X Carpenters	
X Cement masons	
X Ironworkers, structural	
X Ironworkers, reinforcing	
X Laborers: (All Classes)	
__ Air tool op. (jackhammer, vibrator)	
__ Asphalt rakers	
__ Asphalt spreaders	
__ Caisson	
__ Drillers	
__ Fine graders	
__ Landscape workers	
__ Mason tenders	
__ Mortar mixers	
__ Pipelayers (concrete, clay and drainage)	
__ Powdermen, blasters	
__ Tunnel	
__ Unskilled	
X Painters	
X Painters, structural steel and bridge	
X Piledrivermen	
__ Stonemasons	
X Welders	
X Truck drivers (Differentiate according to size and type)	
__ Other (Specify)	
x Electricians	

	Per Hour
Check Crafts	
Power equipment operators x(All Classes)	
__ A frame truck (winch)	
__ Air compressors	
__ Asphalt distributors - spreaders	
__ Asphalt plant	
__ Backhoes	
__ Boring machines	
__ Bulldozers	
__ Bull floats	
__ Cranes, derricks and draglines	
__ Concrete batching plants	
__ Concrete finishing machines	
__ Concrete paving machines	
__ Conveyors	
__ Crusher and screening plants	
__ Drilling machines	
__ Elevating graders	
__ Firemen	
__ Form graders	
__ Flexplanes	
__ Hoists	
__ Locomotives	
__ Loaders (all types)	
__ Mechanics	
__ Mixers (indicate size and type)	
__ Motor patrols	
__ Oilers - greasers	
__ Piledrivers	
__ Pumps	
__ Pumpcretes	
__ Rollers (indicate type)	
__ Subgraders	
__ Shovels (indicate size)	
__ Scrapers	
__ Tractors (indicate size and type)	
__ Trenching machines	
__ Truck cranes	

B. M. Probert, Office Engineer
SIGNATURE

DEPARTMENT, AGENCY
Oregon State Highway Department

DESCRIPTION OF WORK
Idaho F.A. Project I-3021(10)
Highway US 30 (I82)
Snake River Bridges (Idaho Portion)

ESTIMATED VALUE OF CONTRACT
$ 1,072,000

FOR DEPT. OF LABOR USE

DECISION NO.

LAW CODE

DATE OF DECISION

EXPIRES

SUPERSEDES DECISION NO.

LOCATION (CITY OR OTHER DESCRIPTION)
East of Ontario, Oregon

PROPOSED ADVERTISING DATE
April 23, 1958

STATE
Idaho

COUNTY
Payette

Per Hour

Check Crafts
- ☐ Bricklayers
- ☒ Carpenters
- ☒ Cement masons
- ☒ Ironworkers, structural
- ☒ Ironworkers, reinforcing
- ☒ Laborers: (All Classes)
  - ☐ Air tool op. (jackhammer, vibrator)
  - ☐ Asphalt rakers
  - ☐ Asphalt spreaders
  - ☐ Caisson
  - ☐ Drillers
  - ☐ Fine graders
  - ☐ Landscape workers
  - ☐ Mason tenders
  - ☐ Mortar mixers
  - ☐ Pipelayers (concrete, clay and drainage)
  - ☐ Powdermen, blasters
  - ☐ Tunnel
  - ☐ Unskilled
- ☒ Painters
- ☒ Painters, structural steel and bridge
- ☒ Piledrivermen
- ☐ Stonemasons
- ☒ Welders
- ☒ Truck drivers (Differentiate according to size and type)
- ☐ Other (Specify)
- ☒ Electricians

Per Hour

Check Crafts
Power equipment operators x(All Classes)
- ☐ A frame truck (winch)
- ☐ Air compressors
- ☐ Asphalt distributors - spreaders
- ☐ Asphalt plant
- ☐ Backhoes
- ☐ Boring machines
- ☐ Bulldozers
- ☐ Bull floats
- ☐ Cranes, derricks and draglines
- ☐ Concrete batching plants
- ☐ Concrete finishing machines
- ☐ Concrete paving machines
- ☐ Conveyors
- ☐ Crusher and screening plants
- ☐ Drilling machines
- ☐ Elevating graders
- ☐ Firemen
- ☐ Form graders
- ☐ Flexplanes
- ☐ Hoists
- ☐ Locomotives
- ☐ Loaders (all types)
- ☐ Mechanics
- ☐ Mixers (indicate size and type)
- ☐ Motor patrols
- ☐ Oilers - greasers
- ☐ Piledrivers
- ☐ Pumps
- ☐ Pumpcretes
- ☐ Rollers (indicate type)
- ☐ Subgraders
- ☐ Shovels (indicate size)
- ☐ Scrapers
- ☐ Tractors (indicate size and type)
- ☐ Trenching machines
- ☐ Truck cranes

APPRENTICE SCHEDULE

CRAFT	INTERVAL	PERIOD AND RATE*									
		1ST	2D	3D	4TH	5TH	6TH	7TH	8TH	9TH	10TH
As Applicable											

Cooper

File

This is copy of letter written to Federal Labor Dept. to straighten out a situation we got ourselves into in connection with the Ontario Bridge Project

FORM E-129

RECEIVED
JUN 23 1958
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5198

June 20, 1958

Hansen & Parr Construction Co.
West 315 Boone Ave.
Spokane, Wash.

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5198, awarded May 9, 1958,
for Ontario Bridges Over Snake River
on the Ontario-Idaho Line Section of the
Old Oregon Trail Highway in Malheur County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 18 1958
FOR FILING

[illegible]

[illegible]

June 17, 1958

Mr. Stuart Rothman
Solicitor of Labor
U. S. Department of Labor
Washington 25, D. C.

Dear Mr. Rothman:

Under date of May 9, 1958, a contract was awarded to the Hansen & Parr Construction Company of Spokane, Washington, for the construction of twin bridges over the Snake River near Ontario to carry the Interstate Highway. The contract was awarded in the name of the Oregon State Highway Commission. The project, however, is a cooperative project in which the State of Oregon and the State of Idaho are sharing equally in the cost. The center of the main channel of the Snake River is the border line between Idaho and Oregon so that half of the structure is in Idaho and half in Oregon.

The contract, having been prepared by Oregon, carries the Oregon labor rates for the entire project. In the past these cooperative jobs have been governed by the applicable state wage rates, depending upon where the actual work was performed. The matter is further complicated by the State Accident Insurance premiums which are collected by the state in which the work is performed.

In order to conform to past practice it is requested that you issue a corrected authorization permitting the contractor to pay the Idaho wage schedules for work performed in Idaho and the Oregon wage schedules for work performed in Oregon. We would greatly appreciate your favorable action on this and would further appreciate advice from you as to your ruling.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. G. Bryce Bennett
State Highway Engineer
Idaho Department of Highways

Mr. W. C. Williams

ROBERT E. SMYLIE
GOVERNOR

W. L. ROBISON
COMMISSIONER

DEPARTMENT OF LABOR
State of Idaho
INDUSTRIAL ADMINISTRATION BUILDING
317 MAIN
BOISE

June 13, 1958

Mr. W. C. Williams
State Highway Engineer
Oregon Highway Commission
Salem, Oregon

Dear Mr. Williams:

For your information, we are enclosing a copy of a letter which we mailed yesterday to Mr. Stuart Rothman, Solicitor of Labor, U.S. Dept. of Labor, Washington 25, D.C.

Very truly yours,

W. L. Robison

W. L. Robison
Commissioner

WLR/lbr

Enc.

RECEIVED
JUN 16 1958
SALEM
STATE HIGHWAY COMMISSION

COPY COPY

June 12, 1958

Mr. Stuart Rothman
Solicitor of Labor
U.S. Department of Labor
Washington 25, D.C.

Dear Mr. Rothman:

Recently, a contract was let by the State of Oregon Highway Commission for the construction of twin bridges across the Snake River. The contract involves Federal funds. The bridges are located in Malheur County on the Old Oregon Trail. The bridges are known as the Ontario Bridges no. 8107. The Snake River is the dividing line between the States of Idaho and Oregon. It has been generally agreed between officials of these respective States that the center of the river is the boundary line. In the construction of Brownlee Dam a policy covering the operations was worked out by, and between, the officials of the State which involved two payrolls. The work on the Idaho side of the line was to be Idaho jurisdiction and income tax on wages paid to workers on the Idaho side was paid into the Income Tax Division of the State of Idaho. In policing the work for safety and other matters it was also agreed that Idaho would have jurisdiction to the center of the river. This same procedure was followed on another bridge on the river known as the Nyssa Bridge. On the Nyssa Bridge and on the Brownlee Dam construction, Idaho wages prevailed on the Idaho side and Oregon wage rates prevailed on the Oregon side. This is more or less an established policy, or precedence, which the contractors and other interested parties have used in projects of this type. We are somewhat concerned over the certified rates for the Ontario Bridge because the rates certified were the exclusive Oregon rates both on the Idaho and Oregon side. The contractor figured the job on that basis and subsequently was awarded the contract.

Another problem that we will very soon have is the fact that our Highway Department will very shortly award a contract for the approach to the bridge. Should these present rates prevail on the bridge we will have the situation of part of the men working in Idaho being paid one scale and the other portion being paid another scale. We are of the opinion that our policy requiring the contractor to maintain two payrolls using on the Idaho side the Idaho rates,and on the Oregon side the Oregon rates is the preferred method. The Industrial Accident Board of the State will insist on having the contractor insuring the workers on the Idaho side under the provisions of the Idaho act. This in itself will make it necessary to have two payrolls. For those reasons, we would appreciate it if you could make a correction or an authorization to enable the contract to pay workmen on the Idaho side according to the Idaho prevailing wage rates.

We are enclosing a copy of a letter issued from the Office of the Secretary of U.S. Department of Labor and presumably from your office covering a similar situation. In the instance referred to in this letter, the contractor was authorized if he so desired to pay in accordance with the correct prevailing wage rates rather than the rates which were certified at the time the bids were opened.

We will appreciate hearing from you in this matter.

Yours very truly,

W. L. Robison
Commissioner

WLR/lbr

RECEIVED
MAY 13 1958
FOR FILING

I-[illegible]

5/15

May 12, 1958

Hansen & Farr Construction Co.
West 315 Boone Avenue
Spokane, Washington

Gentlemen:

The State Highway Commission on May 9, 1958, awarded to you State Highway Contract No. 5198 for construction of twin bridges on the Old Oregon Trail Highway over the Snake River in Malheur County.

This award was based on your bid of $952, 650, which was the low bid submitted to the Commission on May 9, 1958, which was the low bid submitted to the Commission on May 9, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc:
Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

I-323(23) Holladay Conn. to the 1958
Ba[illegible] Exp.
#5199

RR 491

A

RECEIVED
OCT 30 1959
FOR FILING
J 223(22)

5M

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
October 28th, 1959

SUBJECT: Holladay Street Off-Ramp
Banfield Expressway

To: G. S. Paxson
Assistant State Highway Engineer
Salem, Oregon

Mr. Paul Northrop, Multnomah County Roadmaster, recently called this office and advised that he had had several complaints regarding the Holladay Street off-ramp from the Banfield Expressway. The complaints indicated the off ramp was difficult to destinguish at night due to lack of illumination, and that signing did not give enough warning for a motorist to properly anticipate the off-ramp movement.

I advised Mr. Northrop I would forward this information to you, and it is recommended that the traffic department investigate.

A E Johnson
A. E. JOHNSON
Acting Division Engineer

AEJ:w
cc: E. E. Johnston

Assign
[illegible] 750

NOTED
G. S. PAXSON

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT
(date)

August 14, 1959

(CONTRACT NO.) [illegible]	(EST. NO.)	(CONTRACTOR)	
5199	11 Final	C. J. Montag & Sons	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19679	18201	$13,195.20	8/14/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chepuleske
ACCOUNTING DIVISION

Specified completion date: **120 workdays from May 22, 1958**

Time Extensions: **None of record**

Completion Date: **June 11, 1959**

Date Accepted: **July 2, 1959**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **August 17, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

C. N. Head
For Floyd Query
Secretary

NOTED ON CARD
lc

Warrant Mailed:

AUG 17 1959

RECEIVED
AUG 3 - 1959
FOR FILING

[illegible]

[illegible]

July 31, 1959

Glens Falls Insurance Company
Pacific Coast Department
Mills Tower - 6th Floor
San Francisco, California

Gentlemen:

State Highway contract #5199 for structure-grading-paving the NE Holladay Street Connection on the Banfield Expressway in Multnomah County was completed June 11, 1959, by the contractor, C. J. Montag & Sons, and was formally accepted by the Highway Commission on July 2, 1959.

Final payment in the amount of $13,195.20 will be released to the contractor on or after August 10, 1959. The total contract amount is $173,772.78, of which amount $55.05 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Glens Falls Insurance Company
Amerata & Schram
520 Mead Bldg.,
Portland, Oregon

A

RECEIVED
HEAD OFFICE
BEVERLY HILLS
CALIFORNIA
AUG 7 - 1959

FOR FILING

I-[illegible] ([illegible])

5199

LLOYD CORPORATION, LTD.
720 N.E. TWELFTH AVENUE
PORTLAND, OREGON
ZONE 14
TEL. BELMONT 2-7185

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

July 15, 1958

Oregon State Highway Dept.
9200 S. E. McLoughlin Blvd.
Portland, Oregon

Attention: Mr. A. G. Skelton

Dear Mr. Skelton:

There is enclosed our check in the amount of $2500.00 together with a letter of instruction from our home office relative to the widening of the south side of N. E. Holladay St. between N. E. 11th and N. E. 13th Avenues.

It is our understanding that you will alter your construction contract with the C. J. Montag Co. to include the additional widening along the south side of Holladay St., from a diagonal basis as shown on your highway plans, to a parallel basis approximately 10' from the present street curb and in line with the street curb between N. E. 9th and N. E. 11th Avenues.

It is further understood that as a result of a meeting on the job site with yourself, your Mr. Jim Donn, and our Mr. Galligan, that the work shall proceed on a quantity cost basis, using your contractors quantity bid prices. The removal of the twelve trees now in the parking strip are not to be considered a part of the C. J. Montag contract, but will be removed by others at our expense.

Yours very truly

F B Drinker

F. B. DRINKER, Portland Manager
LLOYD CORPORATION, LTD.

FBD:em
Encl:

RECEIVED
DIVISION ENGINEER

A

RECEIVED
NORTHWEST OFFICE:
PORTLAND
OREGON
AUG 7 - 1959

FOR FILING
[illegible]

5199

PLEASE ADDRESS
ALL COMMUNICATIONS
TO THE COMPANY

LLOYD CORPORATION, LTD.
(INCORPORATED IN CALIFORNIA)
9441 OLYMPIC BOULEVARD - CORNER BEVERLY DRIVE
BEVERLY HILLS, CALIFORNIA
TELEPHONE BRadshaw 2-5335

July 14, 1958

Oregon State Highway Commission
Portland, Oregon

Gentlemen:

We hand you herewith our check No. 14840-US payable to your order in the amount of $2,500.00 which you are to hold in escrow for the cost of the widening of the south side of N. E. Holladay Street between N. E. 11th Avenue and N. E. 13th Avenue in Portland, Oregon, other than that part of the widening that is being done by you in bringing the ramp from the Banfield Expressway on to Holladay Street.

It is our understanding that if the cost of the work you are doing for us is more than $2,500.00, we will pay such additional cost, and if it is less, you will refund to us such amount.

Very truly yours,

LLOYD CORPORATION, LTD.

David W. Yule
Assistant Secretary

DWY:rw
enc.

RECEIVED
DIVISION ENGINEER
DIVISION [illegible]

Form E-1—(Rev.)—10M—2-50

T 343(33)

5199

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 13, 1959

Section N.E.Holladay St. Connection

Kind of work Structure, Grading & Paving

Highway T.H.Banfield County Multnomah

Section prefix 26-1006

Contractor C.J.Montag & Sons

Contract number 5199

Date of contract May 9, 1958

Specified work days ~~Carried by Bridge Dep't.~~ 120

Date work started May 23, 1958

Work days used Carried by Bridge Dep't.

Project authorization $210,341.33

Exclusive of engineering $195,847.39

Per cent of time elapsed Carried by Bridge Dep't. %

Estimated cost of completed project, exclusive of engineering . Grading Only $ 28,912.87

Estimated per cent overrun ~~or underrun~~ Grading Only 2.0 %

Per cent of contract completed, based on estimated cost . Grading Only 100 %

Engineering authorization $

Engineering cost to date $Carried by Bridge Dep't. %

Date project was completed June 11, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor finished placing guard rail this week.

This is the final Weekly Report on the grading. ✓

[illegible]

CONSTRUCTION DIVISION
RECEIVED
JUN 15 1959
NOTED--☐ ☐ ☐ ☐ ☐
CE ACE ACE DOE

cc: Harry McClure

Signed James Don

Address James Don, Resident Engineer
Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.30	0.30			0.30
Miles partially completed					
Miles completed	0.30	0.30			0.30
Total estimated quantities (contract)	8,700 C.Y.	1,620 C.Y.			800 T
Total quantities corrected to date	6,940 C.Y.	1,797 C.Y.			597.35 T
Estimated quantities moved or placed to date	6,940 C.Y.	1,797 C.Y.			597.35 T
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Men	3
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Cloudy	0	
Tuesday	Rain	0	
Wednesday	Cloudy	0	
Thursday	Rain	0	
Friday	Cloudy	0	
Saturday			

RECEIVED
AUG 25 1958
FOR FILING

5179

Salem, Oregon
August 22, 1958

Seeding and Mulching
N. E. Holladay Street
Portland

Mr. Ivan D. Merchant
Bridge Engineer
OFFICE

Herewith letter from the Bureau concerning seeding and mulching on the N. E. Holladay Street connection in Portland. Please take the necessary steps to have this work done.

G. S. Paxson
Assistant State Highway Engineer

GSP:fn

Attach.

cc Mr. W. C. Williams

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.4

August 21, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-1(5)1, Old I-323(23)
N.E. Holladay Street Connection Order for
State Force Work, Seeding and Mulching,
Total estimated cost $600.00, Federal
funds $550.00

Dear Sir:

Reference is made to Mr. Ivan D. Merchant's letter dated August 12, 1958.

We are approving the use of State force as being in the public interest for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the Order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

By:
E. H. Cowan
E. H. Cowan
Acting Division Engineer

RECEIVED
[illegible] 1958
OFFICE OF
[illegible] ENGINEER

RECEIVED

FORM E-30X—25M—9-55—88209

5179

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

August 5, 1958
Salem Office

RAILROAD COMPANIES
FILE No. 491

SUBJECT: File No. 28021 —
N. E. Holladay Street Connection
Banfield Expressway, Portland

To: Mr. Earl Baling
Right of Way Office Manager
Office

Herewith I hand you executed copy of easement and construction agreement with Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company with reference to the above titled project.

Distribution of mimeographed copies of the instrument has been made as indicated below.

When you have taken such data from the instrument as you desire for your right of way file, please forward the executed instrument to Mr. Glaisyer for his records.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. H. B. Glaisyer ✓
Mr. Forrest Cooper ✓
Mr. G. S. Paxson
Mr. Ivan D. Merchant (2)
Mr. I. A. DeFrance
Mr. A. G. Skelton

RECEIVED
AUG 5 1958
OFFICE OF
STATE HIGHWAY ENGINEER

Contract 5199

RECEIVED
SEP - 1958
FOR FILING

5199

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1958

SUBJECT: Holladay Street Connection

To: Mr. J. W. Nash
Engineer Assistant
Office Engineering

In connection with the construction of the Holladay Street Connection to the T. H. Banfield Expressway, it is necessary to relocate an 8-inch gas main.

Attached please find three copies each of a letter to Portland Gas and Coke Company from the Highway Department, assuming liability for the cost of moving this main, three copies of an estimate from the Portland Gas and Coke Company for the work of moving the main, and three copies of a print indicating the revised gas main alignment.

Will you please include an amount of $1400 in the revised contract authorization to the Bureau of Public Roads for this project so that reimbursement for the added cost may be obtained.

Ivan D. Merchant

Ivan D. Merchant
Bridge Engineer

IDM/mm

Attached

Note: Five copies are attached of the above-mentioned material.

FORM E-123X 50M 1-58

RECEIVED FOR FILING

Mr Cooper

I-32-3 (23)

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

P

June 18, 1958

5199

Portland Gas and Coke Company
Public Service Building
Portland 4, Oregon

Re: Portland Gas & Coke Company
Gas Main Adjustment
Holladay Street Connection
T. H. Banfield Expressway
Multnomah County

Gentlemen:

Bids on the above titled project were received on May 8, 1958, and it appears that a gas main owned by you must be adjusted due to conflict with the new construction. The adjustment involves the moving of an 8-inch main which crosses the connecting leg of the highway near Station 5+50.

This existing main was on railroad property under an unrecorded agreement dated June 14, 1957, so that it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment under Federal regulations.

I am advised that you already have submitted an estimate which conforms to the requirements of the Federal regulations. As soon as this estimate has been approved by the Bureau of Public Roads authority to proceed with the work and to bill the Highway Commission will be sent to you.

Further details may be secured from Mr. H. H. McClure, 3215 N.E. Clackamas, Portland 12, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:[illegible]
cc: Mr. Forrest Cooper ✓
Mr. Curtis H. Baker (4)
Mr. A. G. Skelton
Mr. H. H. McClure

RECEIVED
JUN 18 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

T-323(23)

177

June 17, 1958

J. Montag & Sons
7805 N. E. Halsey St.
Portland 13, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5199, awarded May 9, 1958, for structure, grading and paving on the N. E. Holladay Street Connection Section of the Banfield Expressway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 4 1958
FOR FILING

T 222 31

5197

June 3, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to inform you that the suggestions made in the Regional Memorandum attached to your letter of May 20, 1958, relative to our N. E. Holladay Street connection to the Banfield Freeway have been made and were approved by Mr. Cowan of your staff.

We are presently making a revised sheet of the federal plans showing these changes.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Tom Edwards

DJB:fp fn

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

08-35.2-D

May 20, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: N. E. Holladay St. Connection,
Banfield Freeway
Project I-82-(5)1, old I-323(23)

Dear Sir:

Plans for the subject project have been reviewed by our Regional office and a copy of their comments is attached for your information. Please note that widening of the main highway ahead of the terminal in the manner of a deceleration lane is suggested in order to maintain at least a 20 ft. ramp width at the nose. We believe this suggestion is good and should be carried out in order to improve the operation of this exit ramp.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

Attachment

REFERRED TO
Barbee
By Construction Engineer

B

08-50.2 BUREAU OF PUBLIC ROADS

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. C. G. Polk, Division Engineer
Salem, Oregon

DATE: May 13, 1958

FROM : B. M. French, Regional Engineer
Portland, Oregon

SUBJECT: Oregon, I-82-1 (5)1, (Old I-323(23) Banfield Expressway
Connection to N.E. Holladay Street.

We have the revised plan sheets for the above project, which shows the projection of the nose for the Holladay Street ramp, easterly to approximate station 9+50 on the P-7 line. This in effect will narrow the entrance to the ramp to 16 feet. The ramp is being constructed two lanes wide from the nose to the connection with Holladay Street. We are concerned that the nose as now proposed will be hazardous. Greater lateral clearance on the ramp at the nose is normally considered desirable. Oregon's standard (Drg. No. 2093) provides 20 ft. at this point.

Narrowing the exit width from two lanes to one was done at our suggestion. Two lane exits where the right hand lane can continue through have been found hazardous in many locations. In order to eliminate the hazard of vehicles from two lanes being allowed to either continue on the through lanes or enter the ramp, we wish to offer another suggestion. It is urged that the main highway be widened ahead of the terminal in the manner of a deceleration lane, and at least 20 ft. ramp width maintained at the nose. Actually, in this manner, a full two-lane ramp could be maintained without inviting vehicles from the center lane of the main highway to enter the ramp.

We have prepared a rough pencil sketch with computations for a new curve, 6°24' instead of the 6° curve shown on the plans. This curve will locate the PS of the proposed curve within tenths of the PS shown on the plan.

We believe that the State should make this revision in the plan in view of opening the exit at some future date.

The above proposed design is not considered desirable for general use. Single lane exits or entrances are recommended unless the anticipated ramp volume is high enough to justify dropping or adding, respectively, one lane to the through roadway. A one-way ramp exit from an expressway will normally handle all the traffic that can be handled by an at grade intersection where the ramp reaches the street level. This is true even if the ramp is widened to two or three lanes at the street intersection.

RECEIVED
MAY 21 1958
FOR FILING

I-323(23)
08-35.2-D

5177

file

May 20, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: N. E. Holladay St. Connection,
Banfield Freeway
Project I-82-(5)1, old I-323(23)

Dear Sir:

Plans for the subject project have been reviewed by our Regional office and a copy of their comments is attached for your information. Please note that widening of the main highway ahead of the terminal in the manner of a deceleration lane is suggested in order to maintain at least a 20 ft. ramp width at the nose. We believe this suggestion is good and should be carried out in order to improve the operation of this exit ramp.

Very truly yours,

C. G. Polk
Division Engineer

Attachment

Original to Edwards

08-00.2 BUREAU OF PUBLIC ROADS

Office Memorandum • UNITED STATES GOVERNMENT

TO : Mr. C. G. Polk, Division Engineer
Salem, Oregon

DATE: May 13, 1958

FROM : B. M. French, Regional Engineer
Portland, Oregon

SUBJECT: Oregon, I-82-1 (5)1, (Old I-323(23) Banfield Expressway
Connection to N.E. Holladay Street.

We have the revised plan sheets for the above project, which shows the projection of the nose for the Holladay Street ramp, easterly to approximate station 9+50 on the P-7 line. This in effect will narrow the entrance to the ramp to 16 feet. The ramp is being constructed two lanes wide from the nose to the connection with Holladay Street. We are concerned that the nose as now proposed will be hazardous. Greater lateral clearance on the ramp at the nose is normally considered desirable. Oregon's standard (Drg. No. 2093) provides 20 ft. at this point.

Narrowing the exit width from two lanes to one was done at our suggestion. Two lane exits where the right hand lane can continue through have been found hazardous in many locations. In order to eliminate the hazard of vehicles from two lanes being allowed to either continue on the through lanes or enter the ramp, we wish to offer another suggestion. It is urged that the main highway be widened ahead of the terminal in the manner of a deceleration lane, and at least 20 ft. ramp width maintained at the nose. Actually, in this manner, a full two-lane ramp could be maintained without inviting vehicles from the center lane of the main highway to enter the ramp.

We have prepared a rough pencil sketch with computations for a new curve, 6°24' instead of the 6° curve shown on the plans. This curve will locate the PS of the proposed curve within tenths of the PS shown on the plan.

We believe that the State should make this revision in the plan in view of opening the exit at some future date.

The above proposed design is not considered desirable for general use. Single lane exits or entrances are recommended unless the anticipated ramp volume is high enough to justify dropping or adding, respectively, one lane to the through roadway. A one-way ramp exit from an expressway will normally handle all the traffic that can be handled by an at grade intersection where the ramp reaches the street level. This is true even if the ramp is widened to two or three lanes at the street intersection.

RECEIVED
MAY 27 1958
FOR [illegible]

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I 523 (22)

~~CERTIFIED MAIL~~

May 14, 1958

511

Mr. G. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Re: File No. R-28021-Banfield Expressway
Connection to N.E. Holladay Street
near N.E. 15th Avenue in Portland

Dear Mr. Baker:

Herewith I hand you original and duplicate copy of agreement relative to the Banfield Expressway Connection to N.E. Holladay Street near N.E. 15th Avenue in Portland, your File D 9016 - 32 - 27, which instruments have been executed and acknowledged by the State Highway Commission under date of May 7, 1958.

In Section 2 (a) a period of ten months has been stated as the length of time in which the Highway Commission should convey to you the strip of land eleven feet in width mentioned in the paragraph.

When the Commission's fully executed copy is returned, it is requested that we be furnished with ten additional copies of Exhibit A attached to the instrument.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

NOTED
G. S. PAXSON

JWD:RN
ENCL.
cc: Mr. Forrest Cooper
Mr. G. S. Paxson ✓
Mr. Ivan D. Merchant
Mr. R. L. Porter
Mr. A. G. Skelton

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OFFICE OF
[illegible] ENGINEER

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SEP 26 1958
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5197

Suspense

Salem, Oregon
May 13, 1958

File No. R-28021-Banfield Expressway Connection to N.E. Holladay Street near N.E. 15th Avenue in Portland

Mr. J. W. DeSouza
Assistant Counsel
Office

Attached are two copies of an agreement with the Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company relative to the Banfield Expressway Connection to N.E. Holladay Street near N.E. 15th Avenue in Portland. These copies have been executed by the State Highway Commission and are now ready for the signatures of the officials of the Railroad Company.

When fully signed please return one copy to this office for the Commission's files.

Secretary

rn
Attach: 2

R.R. [illegible]
upon [illegible] forwarding

opinion 5/8/58

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 2, 1958
Salem Office

SUBJECT: File No. R-28021-Banfield Expressway Connection to N.E. Holladay Street near N.E. 15th Avenue in Portland

To: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office

Herewith I hand you for execution by the State Highway Commission original and duplicate counterpart of easement and construction agreement with Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, relative to the above titled matter.

The form of agreement was sent to me by Mr. Merchant with his approval as to engineering features. Right of way features have been checked and approved by Mr. Porter.

The form has been approved by Mr. Cooper, Mr. Lindas and myself.

After execution by the State Highway Commission, please return both copies direct to me for further handling.

J. W. DeSOUZA
Assistant Counsel

JWD:RN
ENCL.
cc: Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Ivan D. Merchant
Mr. L. I. Lindas

AUTHORIZED BY HIGHWAY COMM.
DATE included in authorization for the Union Ave - 42nd Ave. section of the Banfield Expressway
H B Glaisyer
Secretary

RECEIVED

FOR FILING

May 12, 1958

C. J. Montag & Sons
7605 N. E. Halsey Street
Portland 13, Oregon

Gentlemen:

The State Highway Commission on May 9, 1958, awarded to you State Highway Contract No. 5122 for concrete structure, grading and paving on the Holladay Connection to Banfield Expressway in the city of Portland, in Multnomah County.

This award was based on your bid of $172,934.25 which was the low bid submitted to the Commission on May 9, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED

FORM 230x—12½M—[illegible]—88209

[illegible] (-3)

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

May 2, 1958

~~Salem Office~~

SUBJECT: File No. R-28021-Banfield Expressway Connection to N.E. Holladay Street near N.E. 15th Avenue in Portland

To: Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Office

Herewith I hand you for execution by the State Highway Commission original and duplicate counterpart of easement and construction agreement with Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company, relative to the above titled matter.

The form of agreement was sent to me by Mr. Merchant with his approval as to engineering features. Right of way features have been checked and approved by Mr. Porter.

The form has been approved by Mr. Cooper, Mr. Lindas and myself.

After execution by the State Highway Commission, please return both copies direct to me for further handling.

J. W. DeSOUZA
Assistant Counsel

NOTED
G. S. PAXSON

JWD:RN
ENCL.
cc: Mr. Forrest Cooper
Mr. G. S. Paxson ✓
Mr. Ivan D. Merchant
Mr. L. I. Lindas

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OFFICE OF
[illegible] ENGINEER

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FOR FILING
I 323(23)
[illegible]

When replying, refer to 08-35.4

C
O
P
Y

April 30, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon I-82-1(5)1, (Old) I-323(23)
16th Avenue and Holladay Street
Connections, T. H. Banfield
Expressway.

Dear Sir:

We have today approved the agreement dated January 3, 1958 between the State and the City of Portland, covering the above project. Approval is subject to the provisions of Policy and Procedure Memorandum 30-4.

Authorization is hereby granted to proceed as of this date with the necessary adjustments of city-owned utility installations.

Very truly yours,

C. G. Polk
Division Engineer

Original to SHP

I-32-3(5)71 I. Unit, Shorren-Rowena 1958
Sec. of the Columbia
#5200 River Hwy.

RECEIVED
MAR 9 1962
FOR FILING

March 8, 1962

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
477 Cottage St., N. E.
Salem, Oregon

Dear Sir:

Final Railroad Billing
E. Unit, Shogren-Rowena
Columbia River Highway
Project No. I-80N-3(5)71
80N

Reference is made to your memorandum of November 14, 1961, requesting statements from our Resident Engineer regarding flagging charges to the contractor and salvage values of poles removed on the subject project.

We are enclosing copies of letters from the Resident Engineer on the project covering these items.

The letter of January 17, 1962, states that no charges were made to the contractor and that the protection for blasting was the normal shutting off of power during blasting periods.

The letter of March 2, 1962, covers the question of salvage on poles and why none is shown in the billing.

We trust this will clear the billing for final payment.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

L. H. Young
Office Engineer

DBP:bb

Enc.

RECEIVED
EB 7 1962
FOR FILING

5200

Salem, Oregon
February 7, 1962

Final Railroad Bill
E. Unit, [illegible] Sec.
Columbia River Highway
Contract No. 5200

M. D. Glenn
Resident Engineer
Oregon State Highway Department
P. O. Box 420
The Dalles, Oregon

Pursuant to our telephone conversation this morning, I am enclosing a copy of the second and final Railroad bill on the subject project.

It will be appreciated if you will make the same breakdown of this bill as you did the first. The amount of this bill is $7,986.37, making the total Railroad charge $23,380.62.

If you can add any information regarding the poles removed and installed after looking at this bill, it will be welcome.

D. B. Parkes
Contract Payments Engineer

Enc.
DBP:mmb
cc: Dean Swift
C. H. Maison
G. L. Decker

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[illegible] 1 1962

FOR FILING

5200

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 22, 1962

SUBJECT: Railroad Flagging Bills

To:
Mr. A. E. Johnson
Mr. Lloyd Shaw
Mr. J. W. Walker
Mr. L. R. Chandler
Mr. Dean Swift
Mr. A. F. Parson

The Bureau of Public Roads has just requested that we make available to them at our Salem Office supporting records used to segregate the costs on railroad flagging bills. In other words, they want the records used by the Resident Engineers to determine what portions of a railroad flagging bill is chargeable to the State and to the contractor. I list below the projects for which this information is requested:

CONTRACT NO.	NAME
5170	Santiam Jct.-Lebanon Road Section
5293	Twin Buttes-Belts Road Section
5200	East Unit, Shogren-Rowena Section

The type of records that will be required may consist of daily work sheets showing the days on which work is done and charged to the contractor, or diaries containing the same type of information, or other documents which you may have available.

It will become necessary in the future to provide this information to the Bureau of Public Roads prior to their finaling of any of our Federal Aid projects. We will initiate a form to handle the matter, but, in the meantime, you should instruct all your Resident Engineers to watch this matter carefully and to document the work done by the railroad so that they can make proper segregation at the necessary time.

This matter should be expedited as the Bureau of Public Roads is holding up final payments on these projects until such time as we have provided them with the information.

F. D. Morgan
Construction Engineer

By
/s/ F. B. Klaboe

F. B. Klaboe
Assistant Construction Engineer

FBK:bjh
cc: L. H. Young
R. L. Porter

RECEIVED
1962
FOR FILING

5200

File

477 Cottage St. N.E.
Salem, Oregon

January 12, 1962

Mr. Forrest Cooper, State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

Oregon Project I-80N-3(5)71
E. Unit, Shogren-Rowena Section
Claim for Railroad Work, Union Pacific R.R. Company

Our memorandum to you dated November 14, 1961 on the above subject requested additional information regarding railroad flagging and pole salvage. To date, we have received no reply.

Please investigate as to what is causing the delay in answering this memorandum. We are holding the final voucher without payment until the requested information is received.

Young
Burchent

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NOV 15 1961
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[illegible]

5100

Salem, Oregon
November 15, 1961

Mr. C. H. Maison

Herewith copy of a memorandum from the Bureau of Public Roads relative to the East Unit, Shogren-Rowena Section. You will note that they raise questions on the audit as to the division of flagging costs between the contractor and the State and upon the salvage value of certain poles.

I would appreciate it if you would work with the Construction Division and see if this can be ironed out.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. Tom Edwards

FORM CD-121
(9-22-58)

UNITED STATES GOVERNMENT

Memorandum

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
477 Cottage Street, N.E.
Salem, Oregon

TO : Mr. W. C. Williams, State Highway Engineer
Salem, Oregon

DATE: November 14, 1961

By: T. Dec T. Dec
Acting Division Engineer

FROM : C. G. Polk, Division Engineer
08-35.5 Salem, Oregon

SUBJECT: Oregon Project I-80N-3(5)71
E. Unit, Shogren-Rowena Section
Claim for railroad work, Union Pacific Railroad Co.

The audit of the above railroad bill has been received from our Nebraska Division office. Certain questions have arisen which must be resolved before the voucher can be processed for payment.

No segregation of the flagging costs has been made between the amount chargeable to the contractor and the amount chargeable to the State. The auditor was unable to make a determination from the railroad company records as to who the flagging operations serviced. Paragraph 13e of PPM 30-3 states that "the cost of the services of railroad flagman required to insure safety to the movement of trains or locomotives during the prosecution of the work performed by the contractor who is paid under a contract let by the State is not reimbursable". It is noted that the bill includes several items for protection due to contractor's blasting. It is requested that you furnish us a statement from your resident engineer as to the items chargeable to the contractor and to the State, and furnish a breakdown of the costs. If none are chargeable to the contractor, please state and explain fully.

The auditor also notes in his report that 20 new poles were installed in the permanent facility. No poles were recovered, and according to the railroad company, they were cut off at ground level. However, the company has no plans or records available to determine the number or location of the poles cut off. Para. 10, d, (9), (d) of PPM 30-3 requires that an "appraisals of values (of recovered materials) shall be made and recorded by the representatives of the railroad company and of the State, and will be subject to the review of the District Engineer". The railroad company has no record of the recovered materials, and there is no indication of compliance with this provision as it involves representatives of the State. Please furnish us with information as to whether the resident engineer had an opportunity to inspect these recovered poles and, if so, what was his determination as to the salvage value.

The final voucher for this project is being held by this office until the requested information is received.

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[illegible]
STATE HIGHWAY ENGINEER

5200 11-2-60

RECEIVED 1960 FOR FILING

Monthly transaction number	Fo R-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	ate Oregon
	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County Wasco
Project report number 14		Project number I-80N-3(5)71

I-82-3(5)71
5200

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on December 15, 1958, is hereby modified as follows:

Revised estimated total cost of project	$ 688,699.00
Revised Federal funds	$ 631,143.00

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 2 day of November, 1960.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

~~Deputy~~ State Highway Engineer
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~By~~ C. C. Polk
Division Engineer

By: C. C. Pike
R. C. Wright
Administrative Manager

USComm-DC 11170

October 31, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by a Highway official, for the East Unit, Shogren-Rowena Section, Project No. I-80N-3(5)71.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RMC:bb

Portland 5200

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DEC 16 1958
FOR FILING

Monthly Transaction No. 12-49	For[illegible] 2 (5-2[illegible] 57) **U.S. DEPARTMENT OF COMMERCE** BUREAU OF PUBLIC ROADS	**OREGON**
Project Report No. 11	**FEDERAL-AID PROJECT AGREEMENT**	County **Wasco**
I-82-3(5)71		Project No. **I-80N-3(5)71**

5200

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
East Unit, Shogren-Rowena Section - E. end I-35(9) approximately 2.5 miles west of Rowena to Rowena on U.S. 30

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	6-12-57	
Rights-of-Way		
Construction	4-23-58	2.5
Other *(Specify)*		

FUNDS

Estimated total cost of project	Federal funds
$ 634,074.00	$ 585,200.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Forrest Cooper
Deputy **State Highway Engineer**
(title)

By ______________________
(title)

By ______________________
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By **C. G. Polk**
Division Engineer

By: E. H. Cowan
E. H. Cowan
Acting Division Engineer

Date executed by Division Engineer **December 15, 1958**

USComm-DC 11169

December 11, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the East Unit, Shogren-Rowena Section, Project No. I-80N-3(5)71.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:mfh

Oregon State Highway Department

Federal Aid
Project No. I-80N-3(5)71
(Old) I-35(10)

EAST UNIT, SHOOPER-ROWENA SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate as a basis for project agreement.) (Based on low bid prices.)

Salem, Oregon October 13, 1958

Type Code P.E.

Preliminary Engineering	All Required		$8,000.00

Type Code 6201
Roadway (Sta. 1756+00 to Sta. 1886+00)(Contract No. 5200)

Clearing and Grubbing	All	Required	$	$10,000.00
Drainage Excavation, Unclassified	630	cu. yds.	3.50	2,205.00
General Excavation, Unclassified	274,500	cu. yds.	.68	186,660.00
Short Overhaul	1,302,000	yd. stas.	.01	13,020.00
Long Overhaul	90,000	C-yd. stas.	.30	27,000.00
Finishing Roadbed and Slopes	2.48	miles	400.00	992.00
Rounding Cutbanks	3,300	lin. ft.	.20	660.00
18-inch Corrugated Metal Pipe	150	lin. ft.	4.50	675.00
24-inch Corrugated Metal Pipe	56	lin. ft.	6.50	364.00
24-inch Concrete Pipe, Extra Strength	40	lin. ft.	5.50	220.00
36-inch Concrete Pipe, Extra Strength	24	lin. ft.	10.00	240.00
48-inch Concrete Pipe, Extra Strength	120	lin. ft.	16.00	1,920.00
72-inch Structural Plate Pipe, 10 Gage	50	lin. ft.	60.00	3,000.00
8-inch Perforated Metal Drain Pipe	3,200	lin. ft.	1.60	5,120.00
Special Backfill in Drains	550	cu. yds.	5.00	2,750.00
Concrete Manhole with Inlet Grating	2	only	300.00	600.00
Concrete Inlets, Type "D"	2	only	100.00	200.00
Salvaging Guard Rail	4,100	lin. ft.	1.40	5,740.00
Metal Guard Rail	8,800	lin. ft.	2.75	24,200.00
Metal Median Barrier	11,900	lin. ft.	4.00	47,600.00
Metal Sight Posts	25	only	3.00	75.00
Coarse Crushed Material in Base	31,200	tons	1.40	43,680.00
3/4" - 0 Material in Base	10,200	tons	1.40	14,280.00
Sprinkling	1,000	M-gals.	2.00	2,000.00
Preparation of Base	2.48	miles	300.00	744.00
3/4" - 0 Material in Binder Course	890	tons	1.80	1,602.00
Furnishing and Placing Aggregates	1,590	tons	2.40	3,816.00
MC-3 Asphalt	100	tons	44.50	4,450.00
120-150 Asphalt	100	tons	41.00	4,100.00
RS-1 Asphalt	34	tons	45.00	1,530.00

Asphaltic Concrete Mixture	18,200 tons	$3.50	$ 63,700.00
85-100 Asphalt in Mixture	1,090 Tons	32.50	35,425.00
Asphaltic Concrete Traffic Markers	500 lin. ft.	1.00	500.00
			$509,068.00
Work by U.P.R.R.	All Required		27,600.00
Flagging (57½% of Contractor's Cost)	All Required		7,500.00
Seeding and Mulching	All Required		3,000.00
	Subtotal		$547,168.00
	10% Engr. & Cont.		54,716.80
	Total		$601,884.80

Type Code X721
Lyle Ferry Road Undercrossing (Sta. 1857+44.13 Eastbound) (Contract No. 5200)

Alter Existing Structure	All Required	$	$ 3,500.00
Structural Excavation	220 Cu. Yds.	5.00	1,100.00
Class "A" Concrete	140 Cu. Yds.	75.00	10,500.00
Metal Reinforcement	37,000 lbs.	.15	5,550.00
8-inch Metal Drain Pipe	60 lin. ft.	5.00	300.00
Concrete Slab Riprap	130 sq. yds.	8.00	1,040.00
	Subtotal		$ 21,990.00
	10% Engr. & Cont.		2,199.00
	Total		$ 24,189.00

Length of Roadway	2.479 Miles
Length of Structure	0.000 Mile
Total Length.	2.479 Miles
Cost of Roadway Per Mile.	$242,793.38

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 8,000.00	$ 7,300.00	$ 700.00
Roadway	601,884.80	555,900.00	45,984.80
Structure	24,189.00	22,000.00	2,189.00
	$634,073.80	$585,200.00	$48,873.80

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

E. UNIT, SHOGREN-ROWENA SECTION

Project No. I-80N-3(5)71 (Old) I-35(10)

Estimate of costs of work by U.P.R.R. Company

Labor and Materials for temporary relocation and installing in permanent location signal and communication lines	$28,670.00
Labor and Material to install, maintain and remove temporary grade crossing	940.00
Salvage Credit	2,000.00 Cr.
	$27,610.00
Use	$27,600.00

Oregon State Highway Department

Federal Aid
Project No. I-82-3(5)71
(Old) I-35(1)

EAST UNIT, SHOOKEN-ROWENA SECTION OF THE COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 23, 1958

Type Code 6201
Roadway (Sta. 1756+00 to Sta. 1886+00)

Clearing and Grubbing	All	Required	$	$ 8,000.00
Drainage Excavation, Unclassified	630	cu. yds.	3.00	1,890.00
General Excavation, Unclassified	274,500	cu. yds.	0.57	156,465.00
Short Overhaul	1,302,000	yd. sta.	0.01	13,020.00
Long Overhaul	90,000	C-yd.sta.	0.35	31,500.00
Finishing Roadbed and Slopes	2.48	miles	1,000.00	2,480.00
Rounding Cutbanks	3,300	lin. ft.	0.20	660.00
18-inch Corrugated Metal Pipe	150	lin. ft.	5.00	750.00
24-inch Corrugated Metal Pipe	56	lin. ft.	7.50	420.00
24-inch Concrete Pipe, Extra Strength	40	lin. ft.	7.00	280.00
36-inch Concrete Pipe, Extra Strength	24	lin. ft.	11.00	264.00
48-inch Concrete Pipe, Extra Strength	120	lin. ft.	17.50	2,100.00
72-inch Structural Plate Pipe, 10 Gage	50	lin. ft.	44.00	2,200.00
8-inch Perforated Metal Drain Pipe	3,200	lin. ft.	2.50	8,000.00
Special Backfill in Drains	550	cu. yds.	6.00	3,300.00
Concrete Manhole with Inlet Grating	2	only	300.00	600.00
Concrete Inlets, Type D	2	only	65.00	130.00
Salvaging Guard Rail	4,100	lin. ft.	1.50	6,150.00
Metal Guard Rail	8,800	lin. ft.	3.00	26,400.00
Metal Median Barrier	11,900	lin. ft.	5.25	62,475.00
Metal Sight Posts	25	only	3.00	75.00
Coarse Crushed Material in Base	31,200	tons	1.20	37,440.00
3/4" - 0 Material in Base	10,200	tons	1.32	13,464.00
Sprinkling	1,000	M-gals.	3.00	3,000.00
Preparation of Base	2.48	miles	250.00	620.00
3/4" - 0 Material in Binder Course	890	tons	2.50	2,225.00
Furnishing and Placing Aggregates	1,590	tons	2.50	3,975.00
RC-3 Asphalt	100	tons	44.00	4,400.00
120-150 Asphalt	100	tons	42.00	4,200.00
RS-1 Asphalt	34	tons	44.00	1,496.00
Asphaltic Concrete Mixture	18,200	tons	3.35	60,970.00
85-100 Asphalt in Mixture	1,090	tons	36.00	39,240.00
Asphaltic Concrete Traffic Markers	500	lin. ft.	1.00	500.00
				$498,689.00

Flagging (57½% of Contractor's Cost)	All Required	$ 7,500.00
Work by Pacific Power & Light Co.	All Required	600.00
Work by Pacific Tel. & Tel. Co.	All Required	400.00
Seeding and Mulching	All Required	3,000.00
	Subtotal	$510,189.00
	10% Engr. & Cont.	51,018.90
	Total	$561,207.90

Type Code X721
Lyle Ferry Road Undercrossing (Sta 1857+44.13 East Bound)

Alter Existing Structure	All Required	$	$ 3,000.00
Structural Excavation	220 cu. yds.	10.00	2,200.00
Class "A" Concrete	140 cu. yds.	75.00	10,500.00
Metal Reinforcement	37,000 lbs.	0.13	4810.00 ~~4,800.00~~
8-inch Metal Drain Pipe	130 sq. yds.	7.00	910.00
	Subtotal		$21,660.00
	10% Engr. & Cont.		2,166.00
	Total		$23,826.00

Length of Roadway	2.479 Miles
Length of Structure	0.000 Miles
Total Length	2.479 Miles
Cost of Roadway Per Mile	$226,384.79

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	8000.00 ~~$ 5,000.00~~	7,300.00 ~~$ 4,600.00~~	700.00 ~~$ 400.00~~
Roadway	561,207.90	518,400.00	42,807.90
Structure	23,826.00	22,000.00	1,826.00
	$590,033.90	~~$545,000.00~~	$45,033.90
	593,033.90	547,700.00	45,333.90

Oregon State Highway Department

Federal Aid
Project No. I-82-3(5)71
(Old) I-35(10)

EAST UNIT, SHOGREN-ROWENA SECTION OF THE
COLUMBIA RIVER HIGHWAY IN WASCO COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon April 23, 1958

Type Code P.E.

Preliminary Engineering $ 8,000.00

Type Code 6201
Roadway (Sta. 1756+00 to Sta. 1886+00)

Clearing and Grubbing	All	Required		8,000.00
Drainage Excavation, Unclassified	630	cu. yds.	3.00	1,890.00
General Excavation, Unclassified	274,500	cu.yds.	.57	156,465.00
Short Overhaul	1,302,000	yd.sta.	.01	13,020.00
Long Overhaul	90,000	C-yd.sta.	.35	31,500.00
Finishing Roadbed and Slopes	2.48	miles	1,000.00	2,480.00
Rounding Cutbanks	3,300	lin.ft.	.20	660.00
18-inch Corrugated Metal Pipe	150	lin.ft.	5.00	750.00
24-inch Corrugated Metal Pipe	56	lin.ft.	7.50	420.00
24-inch Concrete Pipe, Extra Strength	40	lin.ft.	7.00	280.00
36-inch Concrete Pipe, Extra Strength	24	lin.ft.	11.00	264.00
48-inch Concrete Pipe, Extra Strength	120	lin.ft.	17.50	2,100.00
72-inch Structural Plate Pipe, 10 Gage	50	lin.ft.	44.00	2,200.00
8-inch Perforated Metal Drain Pipe	3,200	lin.ft.	2.50	8,000.00
Special Backfill in Drains	550	cu.yds.	6.00	3,300.00
Concrete Manhole with Inlet Grating	2	only	300.00	600.00
Concrete Inlets , Type D	2	only	65.00	130.00
Salvaging Guard Rail	4,100	lin.ft.	1.50	6,150.00
Metal Guard Rail	8,800	lin.ft.	3.00	26,400.00
Metal Median Barrier	11,900	lin.ft.	5.25	62,475.00
Metal Sight Posts	25	only	3.00	75.00
Coarse Crushed Material in Base	31,200	tons	1.20	37,440.00
3/4" - 0 Material in Base	10,200	tons	1.32	13,464.00
Sprinkling	1,000	M-gals.	3.00	3,000.00
Preparation of Base	2.48	miles	250.00	620.00
3/4" - 0 Material in Binder Course	890	tons	2.50	2,225.00
Furnishing and Placing Aggregates	1,590	tons	2.50	3,975.00
RC-3 Asphalt	100	tons	44.00	4,400.00
120-150 Asphalt	100	tons	42.00	4,200.00
RS-1 Asphalt	34	tons	44.00	1,496.00
Asphaltic Concrete Mixture	18,200	tons	3.35	60,970.00
85-100 Asphalt in Mixture	1,090	tons	36.00	39,240.00
Asphaltic Concrete Traffic Markers	500	lin.ft.	1.00	500.00
				$498,689.00
Flagging (57½% of Contractors Cost)	All	Required		7,500.00
Work by Pacific Power & Light Co.	All	Required		600.00
Work by Pacific Tel. & Tel. Co.	All	Required		400.00
Seeding and Mulching	All	Required		3,000.00

Subtotal	$510,189.00
10% Engr. and Cont.	51,018.90
Total	$561,207.90

Type Code X721
Lyle Ferry Road Undercrossing (Sta. 1857+44.13 Eastbound)

Alter Existing Structure	All Required		3,000.00
Structural Excavation	220 cu.yds.	10.00	2,200.00
Class "A" Concrete	140 cu.yds.	75.00	10,500.00
Metal Reinforcement	37,000 lbs.	.13	4,810.00
8-inch Metal Drain Pipe	60 lin.ft.	4.00	240.00
Concrete Slab Riprap	130 sq.yds.	7.00	910.00
	Subtotal		$ 21,660.00
	10% Engr. and Cont.		2,166.00
	Total		$ 23,826.00

Length of Roadway. . . . . 2.479 miles
Length of Structure. . . . . 0.000 mile
Total Length . . . . 2.479 miles
Cost of Roadway per mile $226,384.79

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	8,000.00	7,300.00	700.00
Roadway	561,207.90	518,400.00	42,807.90
Structure	23,826.00	22,000.00	1,826.00
	$593,033.90	$547,700.00	$45,333.90

FORM E 123X 12,500 4-58

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 16, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 395 covering seeding and mulching on the east unit, [illegible]-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5210, in connection with Federal Aid Project No. I-80N-3(5)71.

This work is necessary for erosion control on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews and can do the work much more economically than by separate contract. The work cannot be done at one time, but must be co-ordinated with the contractors progress.

The total estimated amount of this order is $3,000.00 with Federal participation of $2,700.00.

Your approval of this order under the provisions of PPM 30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. H. Probert
Office Engineer

Encl.

FORM E 123X 12,500 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 250 covering oiling sand borrow "A" on the West Unit, Shegren-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5157, in connection with Federal Aid Project No. I-82-3(6)68 [I-35(11)].

This work was approved under Order for Extra Work No. 4, April 29, 1958. Before the work was started the project was shut down on account of the labor strike. All other oiling and paving work is done and the contractor moved his equipment off of the job at that time.

The sand is filling the railroad tracks and it is essential that measures be taken to control its movement. Due to the emergency nature a State crew started oiling the area today, August 18. Recession of water in the river has exposed a greater area to be oiled than originally anticipated, increasing the estimated cost by $900.00. The total estimated amount of the order is $3,400 with Federal participation of $3,060.

Your approval of this order as of this date under the provisions of PPM 21-4.3 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

Mr. Williams

1-82-3(5) 71

RECEIVED

NOTED
W. C. WILLIAMS

October 27, 1960

FINAL COST ANALYSIS

Shogren-Rowena
Contract No. 5200

Grading
Contractor: Rogers Construction Co.
Resident Engineer: M.D. Glenn

Prefix 33-1057-201(41)
Columbia River Highway

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing and Grubbing	All	All	10,000.00	8,780.00	8,780.00	10,000.00
Drainage Excav.	629.35	Cu.Yd.	3.50	2.50	1,573.38	2,202.73
General Excav., Unclass.	322,510.20	Cu.Yd.	0.68	0.65	212,107.16	219,306.94
Short Overhaul	1,257,695.00	Yd.Sta.	0.01	0.009	11,759.77	12,576.95
Long Overhaul	80,507.20	C-Yd.Sta.	0.30	0.28	22,343.58	24,152.16
Finish R.B. & Slopes	2.48	Mile	400.00	359.68	892.80	992.00
Rounding Cutbanks	2,550.00	Lin.Ft.	0.20	0.16	408.00	510.00
18" Corr.Metal Pipe	84.00	Lin.Ft.	4.50	4.05	340.20	378.00
24" Concrete Pipe, Ex.Str.	66.00	Lin.Ft.	5.50	4.95	327.00	363.00
36" Concrete Pipe, Ex.Str.	40.00	Lin.Ft.	10.00	9.00	360.00	400.00
48" Concrete Pipe, Ex.Str.	44.00	Lin.Ft.	16.00	14.40	633.60	704.00
72" Struct.Plate Pipe	42.00	Lin.Ft.	60.00	54.40	2,268.00	2,520.00
8" Perf.Metal Pipe	2,850.00	Lin.Ft.	1.60	1.45	4,104.00	4,560.00
Special Backfill	323.52	Cu.Yd.	5.00	4.50	1,455.84	1,617.60
*Salvage Guard Rail	4,112.00	Lin.Ft.	1.40	1.00	4,112.00	5,756.80
*Metal Guard Rail	9,029.70	Lin.Ft.	2.75	2.65	23,922.53	24,831.68
*Metal Median Barrier	12,825	Lin.Ft.	4.00	3.86	49,447.81	51,300.00
Coarse Mat'l in Base	36,674.05	Ton	1.40	1.35	49,525.40	51,343.67
3/4"-0 Mat'l in Base	12,554.84	Ton	1.40	1.35	16,949.03	17,576.78
Sprinkling	909.80	M-Gal.	2.00	1.80	1,637.64	1,819.60
**Preparation of Base	2.48	Mile	300.00	300.00	744.00	744.00
**3/4"-0 Mat'l in Binder	806.17	Ton	1.80	1.75	1,414.37	1,451.11

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**Furnish & Place Aggreg.	1,603.33	Ton	2.40	2.18	3,495.25	3,847.99
**RC-3 Asphalt	95.57	Ton	44.50	37.50	3,583.88	4,252.87
**120-150 Asphalt	95.78	Ton	41.00	34.75	3,328.35	3,926.98
**RS-1 Asphalt	29.05	Ton	45.00	41.20	1,196.86	1,307.25
**Asph. Concrete Mix	17,851.13	Ton	3.50	3.48	62,104.26	62,478.96
**85-100 Asph. in A.C. Mix	1,004.46	Ton	32.50	31.00	31,137.81	32,644.95
Alter Existing Structure	All	All	3,500.00	3,150.00	3,150.00	3,500.00
Structural Excavation	259.21	Cu.Yd.	5.00	4.50	1,166.45	1,296.05
Class "A" Concrete	141.19	Cu.Yd.	75.00	67.27	9,497.73	10,589.25
Metal Reinforcement	37,181.70	Lb.	0.15	0.135	5,019.53	5,577.26
8" Metal Drain Pipe	55.00	Lin. Ft.	5.00	4.50	247.50	275.00
Concrete Slab Rip Rap	153.00	Sq.Yd.	8.00	7.00	1,071.00	1,224.00
PA#1 Crush Aggreg. in R.R. Fill	1,269.60	Cu.Yd.	1.52	1.43	1,815.53	1,929.79
PA#2 Type 1 Fence	56.44	Rod	5.25	4.72	266.65	296.31
PA#3 Cement Adj. Favor Contr.	6.82	Bbl.	4.78	32.60	32.60	32.60
PA#4 Remove Asph. Concrete	245.56	Sq.Yd.	1.00	0.90	221.00	245.56
PA#5 Placing Screen Rejects	3,031.00	Cu.Yd.	1.50	0.83	2,530.00	4,546.50
PA#6 Median Barrier	850.00	Lin. Ft.	2.00	2.00	1,700.00	1,700.00
PA#7 Type W-1 Sight Posts	67.00	Each	6.00	5.40	361.80	402.00
PA#8 1/4"-#10 Agrreg. in S.P.	1,755.51	Cu.Yd.	2.00	1.84	3,230.14	3,511.02
PA#8 3/4"-1/2" Aggreg. in S.P.	242.98	Cu.Yd.	1.00	0.92	223.54	242.98
PA#8 1/2"-1/4" Aggreg. in S.P.	152.24	Cu.Yd.	1.00	0.92	140.06	152.24
PA#9 Extra Allow. on Gen. Excav.	42,820.00	Cu.Yd.	0.82	0.82	35,112.40	35,112.40

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Force Account - Flagging	All				5, 384.06	5, 384.06
					$591, 122.51	$619, 583.04

* Work done all or in part by McWaters Construction Co.
** Work done all or in part by Russel Olson Construction Co.

Gross Revenue	$ 619, 583.04
Total Cost	591, 122.51
Net Profit	$ 28, 460.53

Net Profit equals 4.59% of Gross Revenue

DETAIL OF COST - Contract No. 5200

Labor:				
Labor and Supervision			$ 142,000.36	
Insurance, Welfare and Pension			19,149.76	$ 161,150.12
Equipment Rental and Miscellaneous Expense:				
Equipment Rental, Owned			130,066.52	
Equipment Rental, Hired			24,585.95	
Gas, Oil, Diesel, Greaseq			28,327.24	
Bond and Insurance			7,503.81	
Drill and Blast (Powder and Bits)			21,942.06	
Move In, Set Up, and Freight			12,808.32	
Small Tools and Miscellaneous Supplies			4,260.00	
Overhead and Office			16,115.01	245,608.91
Materials:				
18" C.M.P.	84 Lin. Ft.	@ $3.51	294.84	
24" Concrete Pipe	66 Lin. Ft.	@ $4.45	293.70	
36" Concrete Pipe	40 Lin. Ft.	@ $7.95	318.00	
48" Concrete Pipe	44 Lin. Ft.	@ $12.45	547.80	
72" C.M.P., Plate	42 Lin. Ft.	@ $37.75	1,585.50	
8" Perf. Dr. Pipe	2,850 Lin. Ft.	@ $1.20	3,486.00	
Concrete	141.19 Ton	@ $18.00	2,541.42	
Reinforcing Steel	37,181.7 Lb.	@ $0.118	4,458.24	
Guard Rail Posts	725 Each	@ $5.45	3,951.25	
Median Posts	1,095 Each	@ $4.75	5,201.25	
RC-3 Asphalt	95.57 Ton	@ $32.15	3,072.58	
120-150 Asphalt	95.78 Ton	@ $29.40	2,815.93	
RS-1 Asphalt	29.05 Ton	@ $31.20	906.36	
85-100 Asphalt	1,004.46 Ton	@ $29.40	29,531.12	58,937.99
Subcontractors:				
Russel Olson Construction, Items 25 through 32			57,329.65	
McWaters Construction, Items 18 through 21			68,029.84	125,359.49
		TOTAL COST		$ 591,122.51

Remarks - Contract No. 5200

This was a "Federal Aid Interstate Highway Project" and was to be conducted in accordance with Federal regulations applying to that class of project, calling for grading of 322,000 cubic yards of roadbed excavation; construction of 2.48 miles of stone base and shoulders, involving approximately 49,000 tons of crushed materials; construction of 2.48 miles of asphaltic concrete pavement, involving approximately 17,800 tons of asphaltic concrete; construction of oil mat wearing surfaces on highway shoulders; salvage and reinstall 4,112 linear feet of metal guard rail and median barrier; construct 9,000 feet of guard rail and 12,825 linear feet of metal median barrier; and such additional and incidental work as is called for by the specifications and plans.

The west end of the project was at Station 1756+00, which station is approximately 3.29 miles east of the easterly corporate limits of the town of Mosier. The east end of the project was at Station 1886+00, which station is 0.2 mile westerly from the town of Towena. The overall length of the project was 2.48 miles.

The project was bid and awarded May 9, 1958; work started June 30, 1958 and progressed very well. The increased excavation in the area of the rock bluff at Station 1793 to Station 1808 required Price Agreement #9. Contract No. 5461 was adjacent and equipment rental was difficult to obtain accurately. Work was completed December 2, 1959.

Equipment used on the project was: 3-1/2-yard shovel, 2-1/2-yard shovel, 3/4-yard dragline, five bottom dump Eucleds, two S-18, four TST-23's, two D-9's with dozers, three D-8's with dozers, three Euclid dump trucks, cat. #12 blade, 10-ton roller, 3,500 gallon water wagon, two 4" drills with 900 compressors, crushing plant, five trains, 1,750 gallon distributor and miscellaneous pickups and utility trucks.

Good supervision with equipment in good shape contributed to a good profit.

M.N. Juve
Chief Cost Analyst

By

H.R. Sturgis

A

RECEIVED
APR - 1 1960
FOR FILING
I-W-3(5)71
2cc

April 1, 1960

The Fidelity & Casualty Co. of N. Y.
160 Pine Street
San Francisco 11, California

Gentlemen:

State Highway contract #5200 for grading-paving-structure on the East Unit of the Shogren-Rowena Section of the Columbia River Highway in Wasco County was completed by the contractor, Rogers Construction, Inc., on December 2, 1959, and was formally accepted by the Highway Commission on January 28, 1960.

Final payment in the amount of $55,717.78 will be released to the contractor on or after April 11, 1960. The total contract amount is $619,583.04, of which amount $5,384.06 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: The Fidelity & Casualty Co. of N. Y.
Pallett, Fisher & Carlo, Inc.,
US National Bank Bldg.,
Portland 4, Oregon

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FOR FILING

I 80-3(5)71

When replying, refer to
08-35.4-DA

408 State Highway Building
Salem, Oregon

March 21, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-3(5)71
East Unit, Shogren-Rowena Section
Columbia River Highway
Price Agreement No. 9

Dear Sir:

We have reluctantly approved subject Price Agreement. Although you reported the project as having been completed on December 2, 1959, the Price Agreement is dated January 12, 1960 and your letter of transmittal dated February 4, 1960. Retroactive consideration of such price agreements, although permitted by your Standard Specifications for Highway Construction (Issue of May 1, 1954) Sections 1.9.5 and 1.9.6, is objectionable to this office to the extent that it precludes our own active and special investigation of the controlling conditions and circumstances during the period the controversial work is being performed.

If Federal participation in future similar cases is desired, we shall expect such timely notification as will permit us to determine in advance of or during the course of construction that the extra payment can properly be made in accordance with our own governing rules and regulations. Failure to receive such notification could well result in the denial of a request for participation.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

orig
Baxter

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

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MAR 1960
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5 R-3(5)71

5200

March 16, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to the recent inquiry concerning Price Agreement No. 9 on the East Unit, Shogren-Rowena Section of the Columbia River Highway, Contract No. 5200. In support of said price agreement, you have requested additional information concerning the breakdown of actual costs involved in removing the rock cut between Station 1792+50 and Station 1803+00.

Enclosed herewith is the complete breakdown of these costs including labor costs, equipment rental costs, etc. I enclose also copies of typical sections through the rock bluff area showing the proposed slope and the final slope, along with an earthwork computation sheet showing the volumes involved.

Very truly yours,

Tom Edwards
Construction Engineer

By F B Klaboe
F. B. Klaboe
Field Construction Engineer

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

FBK:jw

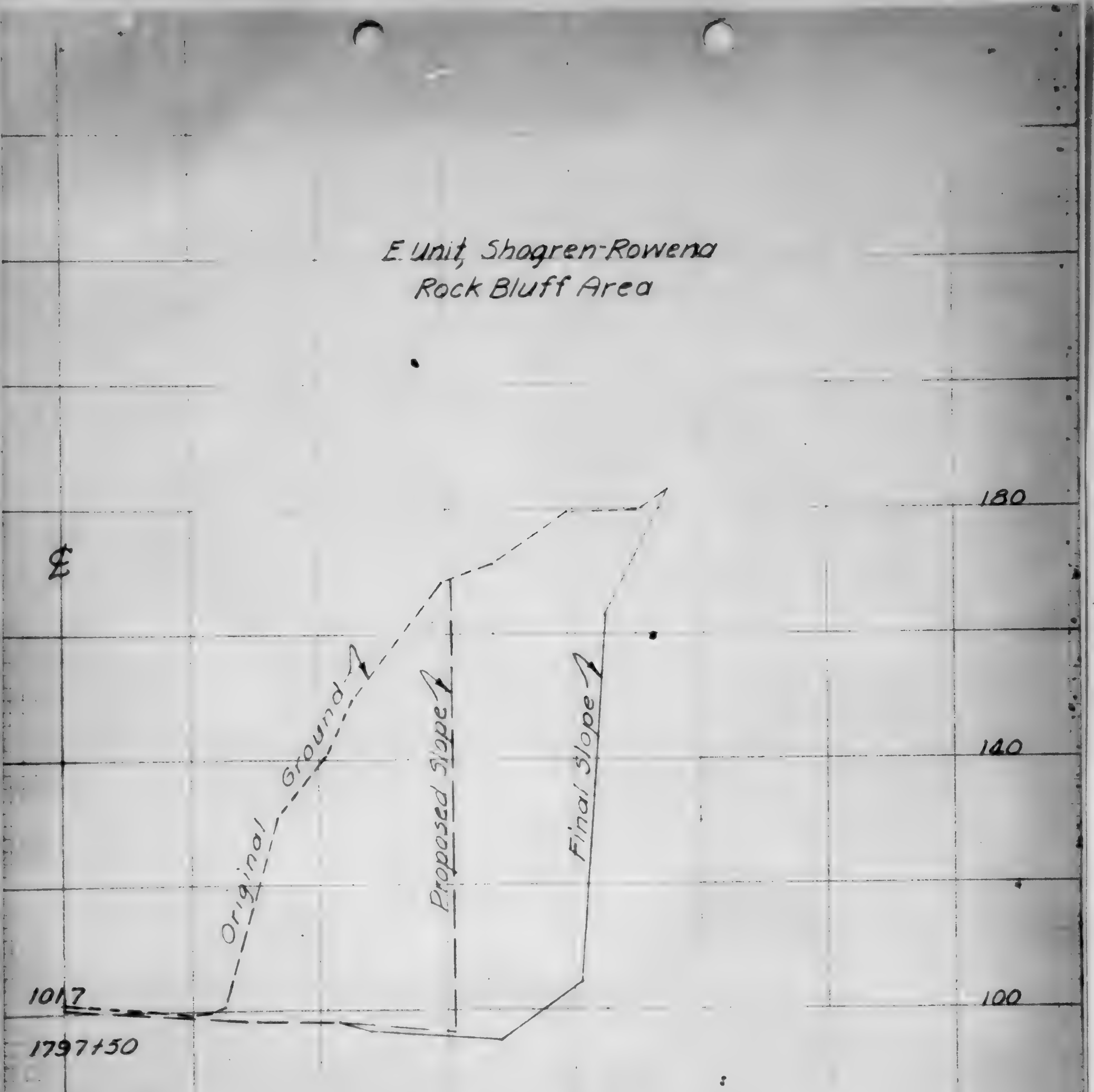
Encl.

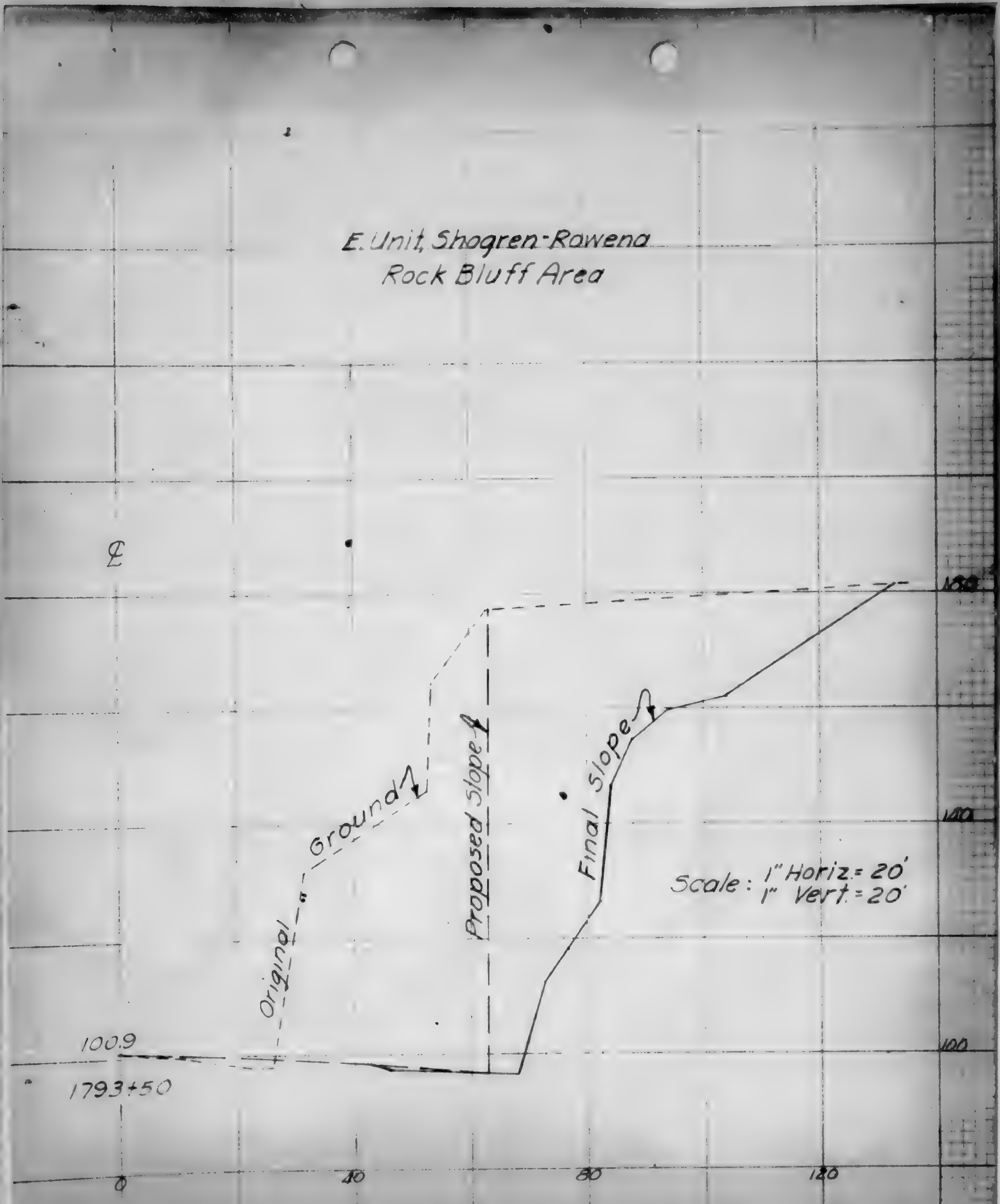
cc Forrest Cooper ✓ I believe ~~th~~ that the BPR now has enough info and will approve this claim settlement

E. Unit, Shogren-Rowena
Rock Bluff Area
Sta. 1792+50 to Sta. 1803+00

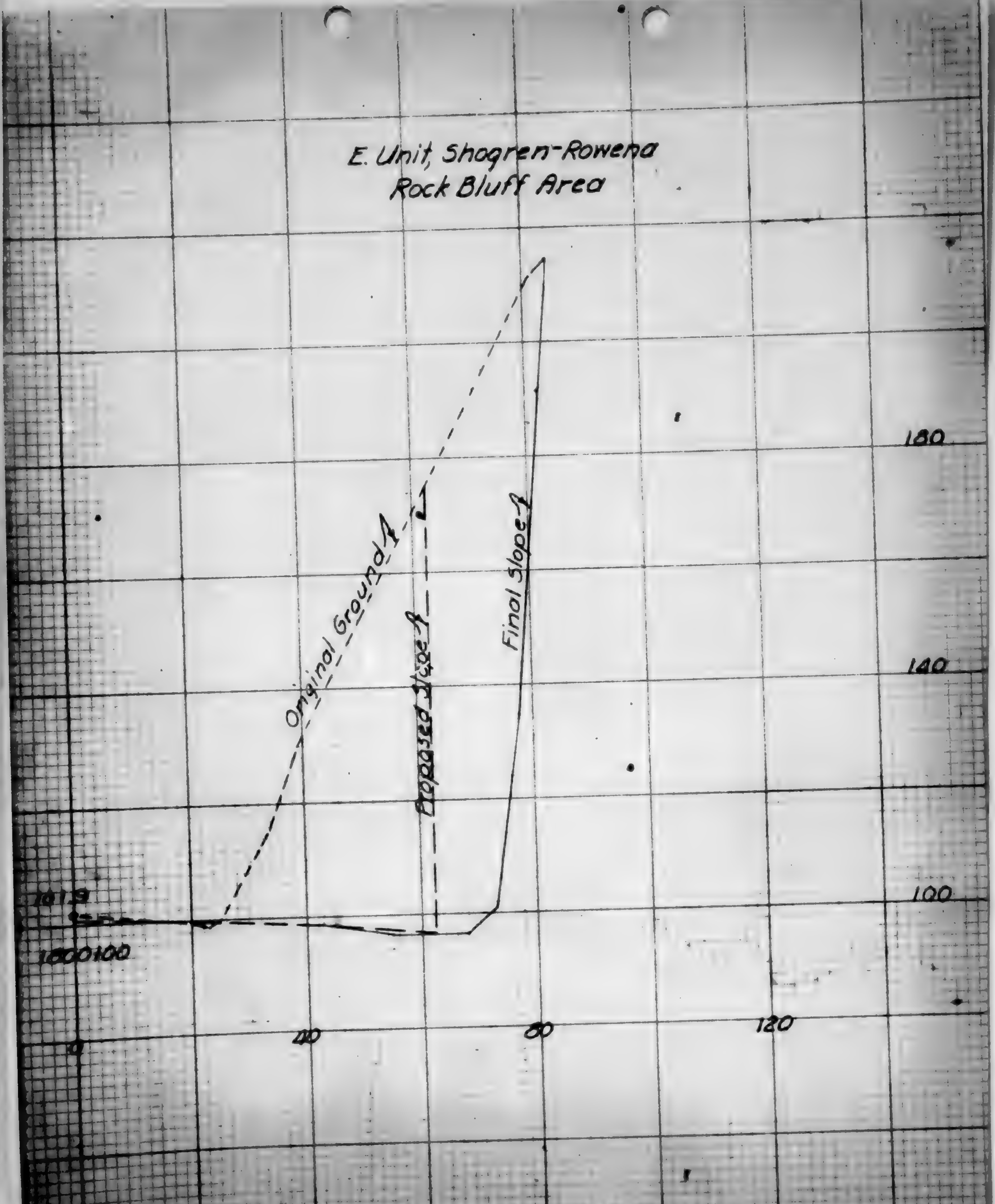
Sta.	Sta.	Proposed Quantities	Final Quantities	Vol. Outside Neat Section
1792+50	1793	889.9	1411.1	521
1793	1793+50	3137.4	4975.1	1838
1793+50	1793+65	1501.0	2380.1	879
1793+65	1794	3759.7	5961.8	2202
1794	1794+50	4979.6	7896.3	2917
1794+50	1795	4677.7	7417.5	2740
1795	1795+50	4353.7	6903.8	2550
1795+50	1796	4202.0	6663.1	2461
1796	1796+50	3993.4	6332.4	2339
1796+50	1797	3768.8	5976.2	2207
1797	1797+50	4119.1	6531.7	2413
1797+50	1798	4767.3	7560.3	2793
1798	1798+50	5087.1	8066.7	2980
1798+50	1799	4910.6	7786.8	2876
1799	1799+50	4765.2	7556.3	2791
1799+50	1800	4128.4	6546.4	2418
1800	1800+50	3251.3	5155.7	1904
1800+50	1801	2703.4	4286.9	1583
1801	1801+50	2188.0	3469.6	1282
1801+50	1802	1727.9	2739.9	1012
1802	1802+50	1426.0	2262.0	836
1802+50	1803	662.0	1050.5	388
		75,000.0	118,930.2	43,930

Final Quantities 118,930
Proposed Quantities 75,000
Vol. Outside Neat Sec. 43,930


E. Unit, Shogren-Rowena
Rock Bluff Area



E. Unit, Shogren-Rawena
Rock Bluff Area



E. Unit, Shogren-Rowena
Rock Bluff Area

Form 4 E-1 50M [illegible] 22124

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 15, 1960

SUBJECT: Cost of Rock Excavation
Shogren-Rowena Section
Contract No. 5200

To:

Mr. Tom Edwards
Construction Engineer
Office

Attention: Mr. Fred Klaboe

I am submitting herewith a summary and breakdown on the cost of removing the cut between Station 1792+50 and Station 1803+00 on the subject project.

The cost, as shown, is for the entire yardage in the cut, namely 119, 820 cubic yards. However, approximately 6, 660 cubic yards of this amount was common overburden and was handled with dozers. The cost of moving this yardage was no doubt considerably less than for the balance of the cut so the cost of moving the rock itself would actually be higher than the $1. 49 per yard as given here.

Maurice N. Juve

Maurice N. Juve
Chief Cost Analyst

MNJ:jp

SUMMARY

Shogren-Rowena Section - Contract No. 5200

Equipment Rentals	$ 67,423.65
Labor	32,480.14
Labor Insurance , 9.6%	3,118.10
Gas,Oil and Grease	11,982.45
Small Tools	1,100.00
Drill Steel and Bits	1,040.00
Explosives, 84,900 Lbs. Incl. Exploders and Wire @ 0.198	16,810.20
R.R. Bond	2,650.00
Move In Costs	2,200.00
	$ 138,804.54
Less Paid Haul	3,883.00
	$ 134,921.54
Home Office and General Overhead, 15%	20,238.23
Total Cost	$ 155,159.77
Profit, 15%	23,273.97
TOTAL	$ 178,433.74

Total Yardage in Cut $\frac{178,433.74}{119,820}$ = $1.49 Cost per Cubic Yard

GRADING BREAKDOWN

Shogren-Rowena Section - Contract No. 5200

* Prorates	Drill & Shoot	Load	Haul	Street
2,650.00	487.68	22,540.25	11,556.00	10,101.00
2,200.00	7,023.24	6,633.36	3,745.00	556.92
593.60	2,600.00	1,261.60	7,704.00	1,560.00
1,229.60	4,102.00	1,631.25	739.58	122.40
1,100.00	1,040.00	3,175.50		2,963.00
848.00	16,810.20	2,489.06		397.80
932.80	68.60	2,523.20		322.64
3,533.40	1,209.60	786.03		
1,728.90	603.20			
571.20	185.28			
560.01	3,750.40			
	2,400.00			
	1,058.40			
	709.84			
15,947.51	42,048.44	41,040.25	23,744.58	16,023.76
		Less paid haul	3,883.00	
			19,861.58	
Prorates	5,636.25	5,501.12	2,662.28	2,147.86
	47,684.69	46,541.37	22,523.86	18,171.62
Home Office & Gen. O'hd. 15%	7,152.70	6,981.21	3,378.58	2,725.74
Total Cost (Contractor's)	54,837.39	53,522.58	25,902.44	20,897.36
Profit, 15%	8,225.61	8,028.39	3,885.37	3,134.60
	63,063.00	61,550.97	29,787.81	24,031.96
Unit Costs Based on 119,820 Cubic Yards Total in Cut	0.526	0.514	0.249	0.201 = $1.49 per Cubic Yard

* Supervision, mechanics, pickups & grease truck, RR Bond, Ins., movein costs, small tools.

LABOR

Shogren-Rowena Section - Contract No. 5200

Class	Hours	Rate	Amount	Pension Health & Welfare	Total	Labor Insurance
Crane Shovel Operator	48	3.66	175.68	9.60	185.28	17.79
3-1/2 Cu. Yd. Shovel Operator	725	4.18	3,030.50	145.00	3,175.50	304.85
Oiler	773	3.02	2,334.46	154.60	2,489.06	238.95
D-9 Cat Operator	780	3.60	2,808.00	156.00	2,963.00	284.45
Supervision	780	4.33	3,377.40	156.00	3,533.40	339.21
Mechanic	510	3.19	1,626.90	102.00	1,728.90	165.97
Euclid Truck Drivers	2,140	3.40	7,276.00	428.00	7,704.00	739.58
Drillers	1,172	3.00	3,516.00	234.40	3,750.40	360.04
Powder Man	750	3.00	2,250.00	150.00	2,400.00	230.40
D-8 Cat Operator	664	3.60	2,390.40	132.80	2,523.20	242.23
Blade Operator	102	3.70	377.40	20.40	397.80	38.19
Labor (Scaling)	336	3.00	1,008.00	50.40	1,058.40	101.61
Labor (Flagging - 480 Hrs. @ 42.5%)	204	2.65	540.60	30.60	571.20	54.83
			TOTAL LABOR		$ 32,480.14	
			LABOR INSURANCE 9.6%			$ 3,118.10

EQUIPMENT RENTALS *

Showgren-Rowena Section - Contract No. 5200

Equipment	Hours	Hourly Rate	Total
Crane Shovel	48	10.16	487.68
3-1/2 Cu. Yd. Shovel	725	31.09	22,540.25
D-9 Cat & Dozer	780	12.95	10,101.00
Euclid Trucks, 12 Cu. Yd.	2,140	5.40	11,556.00
D-8 Cat & Dozer	664	9.99	6,633.36
#12 Cat Blade	102	5.46	556.92
#900 Compressor	756	9.29	7,023.24
#600 Compressor	416	6.05	2,600.00
4-1/2" Drill	1,172	3.50	4,102.00
Pickup Truck	848	0.70	593.60
Grease Truck	848	1.45	1,229.60
			$ 67,423.65

*Ownership cost rental rates without operator, gas, oil, grease.

MISCELLANEOUS ITEMS

Shogren-Rowena Section - Contract No. 5200

Small Tools			$ 1,100.00	$ 1,100.00
Drill Steel and Bits			1,040.00	
Explosives	84,900 Lbs. Incl. Exploders & Wire	@ $0.198	16,810.20	17,850.20
Gas, Oil and Grease				
Crane Shovel	48 Hrs.	@ $1.40	68.60	
900 C.F. Compressor	756 Hrs.	@ $1.60	1,209.60	
D-8 Tractor	664 Hrs.	@ $1.90	1,261.60	
D-9 Tractor	780 Hrs.	@ $2.00	1,560.00	
3-1/2 Cu. Yd. Shovel	725 Hrs.	@ $2.25	1,631.25	
12 Cu. Yd. Trucks	2,140 Hrs.	@ $1.75	3,745.00	
#12 Blade	102 Hrs.	@ $1.20	122.40	
600 C.F. Compressor	416 Hrs.	@ $1.45	603.20	
Pickups	848 Hrs.	@ $1.00	848.00	
Grease Truck	848 Hrs.	@ $1.10	932.80	11,982.45
		TOTAL		$ 30,932.65

MISCELLANEOUS ITEMS

Shogren-Rowena Section - Contract No. 5200

Small Tools			$ 1,100.00	$ 1,100.00
Drill Steel and Bits			1,040.00	
Explosives	84,900 Lbs. Incl. Exploders & Wire	@ $0.198	16,810.20	17,850.20
Gas, Oil and Grease				
Crane Shovel	48 Hrs.	@ $1.40	68.60	
900 C.F. Compressor	756 Hrs.	@ $1.60	1,209.60	
D-8 Tractor	664 Hrs.	@ $1.90	1,261.60	
D-9 Tractor	780 Hrs.	@ $2.00	1,560.00	
3-1/2 Cu. Yd. Shovel	725 Hrs.	@ $2.25	1,631.25	
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#12 Blade	102 Hrs.	@ $1.20	122.40	
600 C.F. Compressor	416 Hrs.	@ $1.45	603.20	
Pickups	848 Hrs.	@ $1.00	848.00	
Grease Truck	848 Hrs.	@ $1.10	932.80	11,982.45
		TOTAL		$ 30,932.65

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Salem, Oregon
March 14, 1960

Increase in Project Auth.
E. Unit, Shogren-Rowena
Contract No. 5200
Wasco County

Mr. M. D. Glenn
Resident Highway Engineer
P. O. Box 420
The Dalles, Oregon

This is to advise you that at its meeting of March 10, 1960, the State Highway Commission approved an additional increase of $43,044.65 in project authorization on the above project.

The new total authorization is $697,833.11.

R. L. Porter
Office Engineer

DBP:jb

cc: Dean Swift
Tom Edwards

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 4, 1960

SUBJECT: East Unit, Shogren-Rowena

To:

Memo to the Files

A meeting was held March 3, 1960 with Mr. Polk, Mr. Cowan and Mr. Schwiesow of the Bureau of Public Roads concerning Price Agreement No. 9 for payment to the contractor of the sum of $35,112.40 in settlement of a claim for excess solid rock excavation.

The Bureau of Public Roads has requested actual copies of plotted cross sections showing (1) the proposed volume of solid rock; and, (2) the final volume of solid rock. They also requested a further analysis of actual or estimated costs to the contractor for the rock work.

I am accumulating the information and will transmit the same to them when it is prepared.

Tom Edwards
Construction Engineer

By F. B. Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper

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OFFICE OF
STATE HIGHWAY ENGINEER

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I-82-3(5)71

5200

March 3, 1960

Oregon State Highway Commission

Gentlemen:

It has become apparent that the East Unit, Shogren-Rowena Section of the Columbia River Highway, Contract No. 5200, will overrun the project authorization approximately 6½ per cent. It is, therefore, requested that this authorization be increased $43,[illegible], from $[illegible] to $[illegible].11.

Basically, the overrun in this project was due to the need of additional rock material to complete a widening of the railroad fill at Rowena Point. Additional subsidence was experienced over that anticipated, and placement of the material under water resulted in use of more material than was anticipated in the regular cross sections.

The second major item of overrun was the need of approximately $11,000 worth of additional base material. This was occasioned by settlement of the roadbed section in the pond immediately west of Rowena Point. The settlement was caused by the added weight of the additional two lanes applied to the area. This settlement occurred during the winter after the initial fill and base material were placed and could be corrected only by the addition of further base material.

This matter will be on your agenda for consideration at the meeting on March 10-11.

Very truly yours,

W. C. Williams
State Highway Engineer

TE:jw WCW:me

cc Mr. Tom Edwards
Mr. R. L. Porter
Mr. C. H. Maison

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February 26, 1960

1563

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of inquiry concerning Price Agreement No. 9 on the East Unit, Shogren-Rowena Section of the Columbia River Highway, Contract No. 5200, Federal-aid Project No. I-80N-3(5)71.

1. The Price Agreement was negotiated after the work was performed. The contractor informed us prior to doing the additional work that he would expect extra compensation for the additional work. After the work was completed, he submitted his claim encompassed by this Price Agreement.

2. A copy of an analysis prepared by our Cost Analyst justifying the settlement is enclosed.

3. The project was bid on about 200,000 cubic yards of common material and about 75,000 cubic yards of solid rock material. Remeasure at the end of the project showed that 117,820 cubic yards of solid rock was excavated for an overrun of 42,840 cubic yards of solid rock material.

The project was balanced on a swell factor of 13 per cent; therefore, the 275,000 cubic yards of excavation should have made the required 310,000 cubic yards of embankment. Actually, the 200,000cubic yards of common material shrank 24 per cent and produced only 152,000 cubic yards of embankment. The 75,000 cubic yards of rock swelled 37 per cent and produced 103,000 cubic yards of material for a total of only 255,000 cubic yards of embankment. We therefore found ourselves about 55,000 cubic yards short of material. The shortage occurred in the area where we were required to construct fills in the Columbia River. It was therefore necessary to obtain rock for this fill and it took the 42,820 cubic yards to make up the 55,000 cubic yards shortage.

E. UNIT, SHOGREN-ROWENA SECTION
Columbia River Highway

ROGERS CONSTRUCTION, Inc.

• Contract No. 5200
Prefix: 33-1057

Grading, Paving and Structure

Engineer's Estimate on Grading

Common Excavation	48,000	Cu. Yds	at $ 0.28	equals	$13,440.00
Intermediate Common	152,000	" "	" 0.40	"	60,800.00
TOTAL	200,000	" "			74,240.00

$\frac{74,240}{200,000}$ equals $0.3712 estimated bid on Common Excavation.

275,000 cubid yards at 0.68 equals $186,500 bid on unclassified exc.

$186,500 less $74,240 equals $112,260. estimated amount for solid rock exc.

$\frac{\$112,260.}{75,000 \text{ cy}}$ (Estimated amount of solid rock) equals $1.497 estimated unit price for solid rock.

A price of $1.50 per cubic yard for any additional solid rock moved on the job would be equitable.

Maurice N. Juve
MAURICE N. JUVE
Chief Cost Analyst

February 18, 1960

IDAHO
MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

When replying, refer to:
08-35.8-DA

408 State Highway Bldg.
Salem, Oregon

February 12, 1960

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-80N-3(5)71
East Unit, Shogren-Rowena Section
Columbia River Highway

Dear Sir:

Reference is made to Price Agreement No. 9, subject project, submitted with your letter dated February 4, 1960.

Before we can act on the Price Agreement, we will need further information, as follows:

1. Were price agreement negotiations undertaken before or after the work was performed? Our information is that the contractor stated his intention to claim extra compensation for the excess solid rock excavation after the work had been performed. Is his claim, if any, encompassed by the Price Agreement?

2. It is presumed that your cost department has prepared an analysis which supports and justifies the proposed increase in contract unit price. Please furnish us a copy.

3. Further amplification of your statement concerning your conclusion that 42,820 cubic yards are involved is desired as this point is not clear to us.

4. Normally, the type of solid rock excavated on this project swells appreciably when used for embankment construction. The 37% shrinkage mentioned in your letter should be further explained. In this connection, your certification that no materials of a quality acceptable for use in the construction of the railroad or highway embankments were wasted if payment therefor was or will be made, with the expectation of Federal participation in the cost thereof, will be needed.

(MORE)

We feel that the documentation in this case must be exceptionally thorough and complete. Copies of correspondence and reports bearing on the matter would be helpful in our further review.

Very truly yours,

Polk

C. G. Polk
Division Engineer

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STATE HIGHWAY ENGINEER

FORM E-30 50M 7-59 22124

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 5, 1960

SUBJECT: East Unit, Shogren-Rowena Section
Columbia River Highway
Contract No. 5200

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Here is "Report on Expected Overrun of Project Authorization" for this section requesting an increase in the project authorization of $43, 044.65 from $654, 788.46 to $697, 833.11. This requested increase represents an overrun of 6.6 per cent. Below are listed explanations covering the items leading to this overrun:

1. Item No. 3, General Excavation, Unclassified, overran 48, 010 cubic yards at a cost of $32, 646.94. This overrun is due to miscalculation of the swell factor which left the project about 50, 000 cubic yards short of material.

2. Item No. 22, Coarse Crushed Material in Base, overran 5, 482 tons for a total additional cost of $7, 675.57. The major reason for this overrun resulted as a consequence of fill settlement across a lake between Station 1758 and Station 1778. This settlement took place after the coarse crushed base had been placed and the fill had to be brought back up to grade with base rock. An average of .7 of a foot was added over the entire fill.

3. Item No. 23, 3/4"-0 Material in Base, overran 2, 354 tons for a total amount of $3, 296.78. This item overran for the reason that more 3/4"-0 material was used for feathering across the old pavement where the grades did not meet.

4. Price Agreement No. 5, to place reject material on sand slopes in order to stabilize said slopes, overran $2, 446.50. The ogiginal estimate for this stabilization work was based on a 3-inch compacted thickness. However, these sand slopes were so badly eroded that additional material was needed in order to get equipment on them and process the reject material.

5. Price Agreement No. 9, in settlement of a claim for unbalancing the ratio of solid rock excavation to common excavation, in the total amount of $35, 112.40, was executed at the completion of the project. This settlement resulted directly as a consequence of the inaccurate planned swell factor assigned to the

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excavation. The original contract plans estimated a total of 274, 500 cubic yards of general excavation. 200, 000 cubic yards was common excavation and 74, 500 cubic yards was solid rock excavation. After the contract had been awarded, it became evident that an additional 50, 000 cubic yards of solid rock would be needed to construct a railroad grade fill in the Columbia River that we were obligated to construct. This was a changed condition as it unbalanced the planned ratio of common to solid rock materials and this price agreement was executed to compensate the contractor for these extra costs. The additional cost was arrived at as follows:

Actual Excavation	Planned Excavation
204, 690 Cubic Yards, Common	200, 000 Cubic Yards, Common
117, 820 Cubic Yards, Rock	74, 500 Cubic Yards, Rock

The contractor arrived at his bid as follows:

200, 000 Cubic Yards, Common at $0. 37	=	$ 74, 000
75, 000 Cubic Yards, Rock at $1. 50	=	$112, 500
		$186, 500

This results in a single classified bid of $0. 68. The price agreement is therefore based on a price of $1. 50-$0. 68 or $0. 82 for the 42, 820 cubic yards of additional rock quantities.

6. Railroad revision work will cost about $33, 500 compared to the $6, 500 set up in the original authorization; an increase of $27, 000.

7. Reductions in the gross overrun for minor items in the contract total $28, 035. 33.

The request for overrun enclosed is further offset by an additional authorization approved by the Commission on September 24, 1959 in the amount of $37, 098. 21.

Listed below is the arithmetic supporting the request:

Item No. 3, General Excavation	+$ 32, 646. 94
Item No. 20, Metal Medial Barrier	+ 3, 700. 00
Item No. 22, Coarse Crushed Material	+ 7, 675. 57
Item No. 23, 3/4"-0 Material	+ 3, 296. 78
Approved work orders	+ 69, 079. 45
Price Agreement No. 5, Rejects on slopes	+ 2, 446. 50
Price Agreement No. 9, Claims for solid rock excavation	+ 35, 112. 40

Credit for excess rock	-$ 3, 898. 12
Credit on minor bid items	- 12, 337. 81
Credit for cost of railroad revision	- 12, 530. 00
Credit for underruns in work orders	- 2, 341. 24
	+$122, 850. 47
Anticipated items in project authorisation	- 18, 000. 00
Contingencies	- 24, 707. 61
Project increase authorized by the Commission September 24, 1959	- 37, 098. 21
Additional funds requested	$ 43, 044. 65

Enclosed find a rough draft of a letter to the Commission concerning this request.

Tom Edwards
Construction Engineer

By

F.B. Klaboe
Field Construction Engineer

FBK:jp

Encl.

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STATE HIGHWAY ENGINEER

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February 4, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Price Agreement No. 9 covering additional solid rock excavation on the East Unit, Shegren-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5200, in connection with Federal Aid Project No. I-82-3(5)71.

The original contract plans estimated a total of 274,500 cubic yards of general excavation which was split between 200,000 cubic yards of common excavation and 74,500 cubic yards of solid rock excavation, a swell factor of 13% was used in computations throughout the job. However, a shrinkage of 24% on the common excavation and 37% on the rock excavation was experienced during actual construction. This shrinkage caused a shortage in rock that was to be used in making the Union Pacific Railroad revision.

To obtain the required material it became necessary to widen the rock cut between station 1792+50 and 1803+00. This price agreement is to cover the contractor's expense for the additional solid rock excavation over the original estimated 74,500 cubic yards.

Tentative approval for federal participation in this work has been received from your field engineer.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mm
Enc.

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OREGON STATE HIGHWAY DEPARTME

Report on Expected Over-run of Project Authorization

Project Name East Unit, Shogren-Rowena Date February 2, 1960

Highway Columbia River Contract No. 5200

County Wasco Kind of Work Grade, Pave, Str. Contractor Rogers Construction Co.

I-12-3(5)1)

Contract Amount $531,058.00

Expected over-runs and under-runs in contract items:

Major items, itemized:

	Quantity	Unit Price	Amount
Item No. 3 General Excavation, Unclassified	48,010.2	$0.68	+ $32,646.94
Item No. 20 Metal Median Barrier	925	4.00	+ 3,700.00
Item No. 22 Coarse Crushed Material in Base	5,482.55	1.40	+ 7,675.57
Item No. 23 3/4"-0 Material in Base	2,354.84	1.40	+ 3,296.78

Minor items, unitemized algebraic total - 12,337.81

Subtotal $566,039.48

Approved work orders (Price, extra work and state force orders) $69,079.45

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount
Price Agreement No. 5 Place rejects on slopes	+$ 2,446.50
State Force Order Railroad track work	- 12,530.00

Minor items, unitemized algebraic total - 2,341.24

Subtotal $622,694.19

Authorization for engineering $43,924.64

Expected over-run or under-run of engineering authorization $0

Costs not included above (explain) Price Agreement #9 settlement of claim for solid rock excavation $35,112.40

Allowance for future contingencies (——% of work remaining) $0

Credits to come from transfers and deductions Purchase excess rock $- 3,898.12

Present estimate of project cost $697,833.11

Brief Statement of principal causes of over-run: (1) Only $6,500 was set up for railroad work whereas it will cost $33,500. (2). Excavation quantities were increased $32,646.94 due to miscalculation of swell factor on location. (3). Necessary increase of general excavation had to be made in solid rock therefore unbalancing solid rock - common relationship. Contractor was awarded an additional $35,112.40 for this excavation.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization	$654,788.46
Present estimate of project cost	$697,833.11
Expected over-run (Amount)	$43,044.65
Expected over-run (per cent)	6.6

Space to right of this line is for use of Salem office.

Submitted by: .... Resident Engineer

Confirmed by: .... Division Engineer

Noted by: FILED .... Construction or Bridge Engineer

D1A. Noted by: .... Deputy or Assistant State Highway Engineer

State Printing 86719

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 25, 1960

SUBJECT: East Unit, Shogren-Rowena Section
Columbia River Highway
Contract No. 5200

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I am submitting herewith Price Agreement No. 9 in the amount of $35,112.40 for settlement of Rogers Construction, Inc.'s claim for additional compensation for the ratio of rock and common excavation quantities occurring on subject job which were substantially different than that which could be foreseen from the plans at the time of bidding. This situation arose from the shrink factor used. A 13 per cent swell was used throughout the job; however, the shrink experienced on construction was 24 per cent shrink on 200,000 cubic yards of common and 37 per cent on the 74,000 cubic yards of rock occurring at the rock point on the easterly end of the job. This combination of circumstances left the job approximately 55,000 cubic yards short. This shortage occurred in the section making up the Union Pacific revision which laid out in the river which fact required that the material making the fill must be solid rock.

Due to the foregoing circumstances, it became necessary to widen the rock cut at the point to obtain the additional material required of a suitable nature which would be accepted by the Railroad. This resulted in job excavation quantities as follows:

Actual Excavation	Planned Excavation
204,690 cubic yards of common	200,000 cubic yards
117,820 cubic yards of rock	74,500 cubic yards

The contractor has stated that he arrived at his unclassified bid as follows:

200,000 cubic yards common at $0.37	$ 74,000
75,000 cubic yards rock at $1.50	112,500
	$186,500

The above results in a single classification bid of $0.68.

The above prices for arriving at an unclassified bid are reasonable in view of the character of the material and the traffic problems involved along with close juxtaposition with the Railroad. They are slightly over our Cost Analyst's estimates; however, they stand the test of being bid by the successful contractor.

The foregoing indicates that the contractor is entitled to additional compensation on the solid rock in the amount of 82 cents per cubic yard for that amount excavated in excess of 75,000 cubic yards or 42,820 cubic yards. Price Agreement No. 9 is for the purpose of providing this additional compensation.

This claim and settlement of the same on this basis has been discussed with Mr. Schwiesow of the Bureau of Public Roads who has indicated that the settlement appeared reasonable and would recommend Bureau of Public Roads' participation subject to adequate justification.

I forward herewith a copy of the contractor's claim for your further edification.

In view of the foregoing, it is recommended that this claim be settled by execution of the Price Agreement.

Tom Edwards
Construction Engineer

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December 28, 1959

The Fidelity & Casualty Co. of N. Y.
San Francisco Branch Office
160 Pine Street
San Francisco 11, California

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Rogers Construction, Inc., on contract #5200 for grading-paving-structure on the East Unit of the Shogren-Rowena Section of the Columbia River Highway in Wasco County.

This payment, in the amount of $17,191.33, will be released to contractor on or after January 7, 1960. The retained percentage is $17,439.13.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: The Fidelity & Casualty Co. of N. Y.
Pallett, Fisher & Carlo, Inc.,
US National Bank Bldg.,
Portland 4, Oregon

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FOR FILING
[illegible]
[illegible]

December 8, 1959

Mr. C. G. Folk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 2, 1959, on Contract No. 5200, East Unit, Shogren-Rowena Section, in Wasco County, in connection with Federal Aid Project No. I-80N-3(5)71.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

cc: Clarence G. Swenson

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5200

Salem, Oregon
September 28, 1959

Increase in Authorization
E. Unit, Shogren-Rowena
Wasco County
Contract No. 5200

Mr. M. D. Glenn
Resident Highway Engineer
P. O. Box 420
The Dalles, Oregon

This is to advise you that at its meeting on September 24, the Highway Commission approved an increase of $37,098.21 in the project authorization on the subject contract.

The new authorization for construction is $654,788.46. This amount should be used in all future reports.

DBP:mfh

R. L. Porter
Office Engineer

cc: Mr. Dean Swift

Form E-1—(Rev.)—10M—3-50

J 82-3(5)71
(2.1)

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 28, 19 59

Section East Unit, Shogren - Rowena

Kind of work Structures-Grading and Paving

Highway Columbia River County Wasco

Section prefix 33-1057

Contractor Rogers Construction, Inc.

Contract number 5200

Date of contract May 9, 19 58

Specified work days 190

Date work started June 30, 19 58

Work days used 190

Project authorization $ 654,788.46

Exclusive of engineering $ 610,863.82

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 621,200

Estimated per cent overrun or underrun 1.27 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 43,924.64

Engineering cost to date $ 41,500, 97 %

Date project was completed Dec 2, 19 59

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100	100	100	100	none

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor hauling and placing rejects on sand slopes all week. He should finish hauling Friday and will have some dressing up to do Monday. He has 4 trucks hauling from Cat 977 Loader and a blade and HD5 Cat placing the material. This will complete the project.

FINAL REPORT

NOTED
JOHN R. OAKES

[illegible] DIVISION
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NOV 30 1959

NOTED
C. [illegible]

NOTED [illegible] B 95

Signed M. D. Glenn

Address Box 420, The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.80	2.80		2.80	2.48
Miles partially completed					
Miles completed	2.80	2.80		2.80	2.48
Total estimated quantities (contract)	274,500 c.y.	41,400 T.		2,400 T.	18,000 T.
Total quantities corrected to date	317,848	49,238		2,411	17,852
Estimated quantities moved or placed to date	317,848	49,238		2,411	17,851
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	12				

Men	1
Supervision	11
Men and trucks under 3 tons	1
Men and trucks over 3 tons	5
Men and tractors	2

Equipment used during week: Shovels ...., Power graders ......1.., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ..1......, Compaction rollers ...., Cat. 977 Loader 1 . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Pt. Cloudy		
Tuesday	Cloudy		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

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[illegible]

A

August 2[illegible], 1959

Oregon State Highway Commission

Gentlemen:

It has become apparent that Contract No. [illegible] for grading and paving the East Unit of the [illegible] section of the Columbia River Highway will overrun the project authorization some $37,[illegible], or [illegible] per cent.

The principal reason for the overrun is that the estimate for the locating of the signal communication lines and the Union Pacific Railroad tracks, which was estimated at $6,[illegible], actually cost $33,[illegible]. The original estimate was obviously in error; however, we are required to pay for the revisions. Minor overruns occurred in general excavation and crushed base material.

It is therefore requested that an increase in project authorization from $617,6[illegible].25 to $[illegible] be authorized.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

cc Mr. R. L. Porter
Mr. Tom Edwards
Mr. C. H. Maison

FBK:fp FC:fn

RECEIVED

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 25, 1959

SUBJECT: Report on Expected Overrun
of Project Authorization
East Unit, Shogren-Rowena
Columbia River Highway

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Here is a request for authority to overrun this contract 6.01 per cent of $37,098.21. The original project authorization was $617,690.25 and it is requested that a new project authorization of $654,788.46 be authorized.

The majority of this overrun results from costs incurred for relocating signal and communication lines and track work for the Union Pacific Railroad Company. The total estimated cost for the work on the Union Pacific lines is $33,500 and only $6,500 was provided in the project authorization. Other overruns contributing were as follows:

1. General Excavation, Unclassified, overran 25,500 cubic yards for a total cost of $17,340.

2. Coarse Crushed Material in Base overran 5,483 tons for a total of $7,676.20.

3. 3/4 - material in base overran 2,355 tons for a total of $3,297.

Other over and underruns in contract items resulted in a total overrun of $29,174.93 in bid items. Work orders underran $14,929.13.

It is therefore recommended that an increase of project authorization in the amount of $37,098.21 be authorized.

Tom Edwards
Construction Engineer

By
F. B. Klaboe
Field Construction Engineer

FBK:fp
Enc.

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OFFICE OF
STATE HIGHWAY ENGINEER

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1959

Form No. E-372—10M—7-50

OREGON STATE HIGHWAY DEPARTMENT

Report on Expected Over-run of Project Authorization

Project Name East Unit, Shogren-Rowena
Date August 11, 1959
Highway Columbia River
Contract No. 5200
County Wasco
Kind of Work Structure-Grading and Paving
Contractor Rogers Construction, Inc.

Contract Amount $551,058.00

Expected over-runs and under-runs in contract items:

Major items, itemized:

		Quantity	Unit Price	Amount
General Excavation, Unclassified	(9.5%)	25,500	cy. 0.68	17,540.00
Coursed Crushed Material in Base	(18.8%)	5,483	Tons 1.40	7,676.20
4"-0 Material in Base	(25.1%)	2,355	Tons 1.40	3,297.00
RC-3 Asphalt	(40.0%)	40	Tons 44.50	1,760.00

Minor items, unitemized algebraic total - 916.27

Subtotal 29,174.93 $560,232.93

Approved work orders (Price, extra work and state force orders) $65,560.02

Expected over-runs and under-runs in work orders:

Major items, itemized:

	Amount
S.F.O. # 1, Flagging	- 2,200
S.F.O. 284-285, U.P.RR. Track work and Communication Lines	-12,530

Minor items, unitemized algebraic total - 199.13

Subtotal 14,929.13 $610,863.82

Authorization for engineering $43,924.64

Expected over-run or under-run of engineering authorization $ none

Costs not included above (explain) $ "

Allowance for future contingencies (———% of work remaining) $ "

Credits to come from transfers and deductions $ "

Present estimate of project cost $654,788.46

Brief Statement of principal causes of over-run: Additional excavation required in order for contractor to get sufficient width for men and equipment to work on side of bluff where verticle slope for fall-out area caught on existing ½-1 slope, station 1796 to 1803.

Estimated costs, reimbursible to the Union Pacific R.R., for trackwork and relocation of signal and communication lines was $46,[illegible]. This estimate has been reduced to $33,500, only $6,500 provided in the project authorization, an estimated increase of $27,000.

INSTRUCTIONS

A report on this form is to be submitted if and when it becomes evident that the project cost will exceed the original project authorization by more than five per cent and again if and when it becomes evident that the project cost will exceed by more than five per cent a subsequently approved increased project authorization. Submit five copies to Salem. After having been noted by the Deputy or Assistant State Highway Engineer, one copy will be sent to the Division Engineer and one copy to the Resident Engineer.

Project authorization $617,690.25
Present estimate of project cost $654,788.46
Expected over-run (Amount) $37,098.21
Expected over-run (per cent) 6.01%

Space to right of this line is for use of Salem office.

Submitted by: [illegible] Glenn
Resident Engineer

Noted by:
Construction or Bridge Engineer

Confirmed by: Dean
Division Engineer

FIELD

Noted by:
Deputy or Assistant State Highway Engineer

State Printing 86719

COMMISSIONERS
M K McIVER CHAIRMAN
PORTLAND
ROBERT B CHESSMAN MEMBER
ASTORIA
KENNETH N FRIDLEY MEMBER
WASCO
H B GLAISYER SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT

W C WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY ENGR
LEONARD I LINDAS
CHIEF COUNSEL

RECEIVED
JUL 24 1959
FOR FILING
I 82-3(5)71

A

The Dalles
July 21, 1959

Re: E. Unit, Shogren-Rowena Section
Columbia River Highway
Permit NPP 800.6(Columbia Riv. Fills).
Dated October 8, 1959

Jackson Graham
Colonel, Corps of Engineers
District Engineer
Portland District, Corps of Engineers
628 Pittock Block
Portland 5, Oregon

Dear Sir:

This is to inform you that the construction of the highway and railroad embankments on the Columbia River Highway, two miles west of Rowena in Section 3, Township 3, Range 12 East, W.M. has been completed.

Very truly yours,

M D Glenn
M.D. Glenn
Resident Engineer
Oregon State Highway Department
The Dalles

cc: Tom Edwards
Dean Swift

RECEIVED
JUL 23 1959
OFFICE OF
STATE HIGHWAY ENGINEER

CONSTRUCTION DIVISION
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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
May 8, 1959

SUBJECT: Hood River-Shogren Section
Columbia River Highway

To: MEMO TO THE FILES

On April 28th I visited this project in the company of Dean Swift and Glenn Starkey. Discussion was brought forth at this time concerning the following three claims that may be demanded by the contractor, Gibbons and Reed:

Claim No. 1 will be for extra flagmen required plus delays in borrow haul due to a detour of traffic for the East Unit, Shogren-Rowena Section under Contract No. 5200 to Rogers Construction Company. Specifically, we have caused the Columbia River traffic to be detoured at Mosier past Gibbons and Reed's haul road entrance on the Mosier-The Dalles Highway during daylight hours as allowed in Rogers' contract (No. 5200). We have denied this claim for the reason that we are allowed to detour traffic over State highways whenever we may choose and due to the fact that such action was previously planned and made a part of the special provisions on Contract No. 5200. Gibbons and Reed Company were one of the bidders on the East Unit, Shogren-Rowena Section and were well aware of the fact that traffic could and probably would be detoured over the old highway past their quarry road. Further, the quarry was set up only as an acceptable source offered to the contractor and not as a required source. Choice of the source was at the election of the contractor.

Claim No. 2 will be for the destruction of a 4-inch irrigation pipe located in the Mosier State-owned borrow pit. When we acquired this borrow pit under condemnation proceedings, we were required to leave the irrigation pipe existing at that time in place and operative. During operations in the borrow area by the Gibbons and Reed organization, a large talus slide was caused which destroyed said pipe. The contractor was required to replace the pipe so that the user could obtain the necessary irrigation water guaranteed under the terms of our deed. This claim has also been denied on the basis that the contractor is responsible for damage to property due to his actions. (See Articles 1.7.11, 1.7.15, and 1.7.16

of the Standard Specification form.) The pipe line is above ground and was pointed out to the contractor prior to the start of his operations as a pipe line which he would be required to preserve. He also elected to use this source freely without compulsion.

Claim No. 3 may be for a change in typical section subsequent to the date that bids were opened. To date, the contractor has made no reference to this change in typical section. However, we expect that a claim will be advanced at some future date. The change in question involves an area between Station 1479+50 and Station 1482+00. The original section, as shown on the bidding plans, showed this cut section on a ¼:1 slope with a 15-foot fallout. The day after the bids were opened, this section was changed to a normal ditch with a back slope of 1½:1 and then flattened on the top at an elevation 5 feet above the railroad tracks. This change was necessary as a part of the easement agreement with the Union Pacific Railroad, when it was found the service wires could not be maintained with the original section. Under the initial section, the contractor would not have been required to daylight the rock cut 5 feet above the railroad tracks and would consequently have the back of the cut to shoot against and thereby protect the railroad and minimize the danger of rocks being thrown upon the railroad. Under the terms of this contract, the contractor is responsible for all damages to said railroad and for any clean up work necessary following his operations. He may, therefore, be required to exercise more caution while shooting the revised typical section than would be necessary under the original typical section. It is also possible that during the shooting operation in this area he may cause damage to the railroad property which would not have been caused if the section had not been changed. With reference to this claim, we can only proceed under a "wait-and-see" type of action. The contractor may experience no difficulty in performing the excavation under the new plan required and may not submit a claim.

Tom Edwards
Construction Engineer

By

F. B. Klaboe
Field Construction Engineer

FBK:fp:jw

cc Forrest Cooper ✓
Bureau of Public Roads
R. L. Porter
Dean Swift
Glenn Starkey

RECEIVED
MAY - 8 1959
OFFICE OF
STATE HIGHWAY ENGINEER

A

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APR 30 1959
FOR FILING

I-80N-3(5)71

April 28, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 238 covering placing wire netting on sand cuts on the West Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5200, in connection with Federal Aid Project No. I-80N-3(5)71.

This work is necessary to control erosion in cut slopes. Between Stations 1833 and 1857 sand pockets have been encountered in excavation. Original expectations were that this area would be entirely rock. The Mosier-The Dalles Secondary Highway is immediately above the new highway in this area and erosion will endanger this highway.

It is planned to cover the sand areas with wire netting to hold the mulch to be placed under Order for State Force Work approved by you July 8, 1959, and will be done in connection with that order. The amount of this order is too small to be done economically by separate contract.

The total estimated amount of this order is $2,800 with Federal participation of $2,520.

Your approval of this order, under the provisions of PPM-21-6.3, is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

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5200

April 22, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering the removal of asphaltic concrete pavement on the East Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5200, in connection with Federal Aid Project No. I-80N-3(5)71.

The temporary connection and transition from four lane highway to two lane highway was constructed under the previous grading and paving project, West Unit, Shogren-Rowena. It is necessary that this temporary connection be removed in order to join the new with the completed work.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

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DEC 26 1958
FOR FILING
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5200

Salem, Oregon
December 23, 1958

Shogren-Rowena Section
Columbia River Highway

Mr. L. H. Young

Herewith three Thermo-fax copies of a supplemental agreement granting us permission to establish an additional haul road on the Shogren-Rowena Section of the Columbia River Highway in Wasco County. This has been drawn up by the Railroad Company and presumably is satisfactory to it. It will be recommended to the Highway Commission for approval at its next meeting.

G. S. Paxson

GSP:gm
Attach.

cc Mr. W. C. Williams

A

RECEIVED
OCT 3 1958
FOR FILING

I-72-2(5)71

5200

October 7, 1958

Mr. G. H. Baker
Superintendent
Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Dear Sir:

Reference is made to your letter of September 23 concerning the Mosier-Rowena Section of the Columbia River Highway and addressed to Mr. J. W. DeSouza. The payment to your company of $6,500 due under the agreement dated May 8, 1958 is being processed and will be sent you in the near future.

I am attaching hereto the original permit for the fill underneath your tracks in the Columbia River. I am also attaching a print from this permit.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. Ralph Baysinger

Mr. W. C. Williams
Mr. H. B. Glaisyer/w.encl.
Mr. Tom Edwards/w.encl.
Mr. J. W. DeSouza

Form 2552
2-53-150M

RECEIVED
OCT 7 1958
FOR FILING

UNION PACIFIC RAILROAD COMPANY

Office of Superintendent
2525 North Larrabee Avenue
Portland 17, Oregon

Albina - September 23, 1958

File: D 315-2-41

Mr. J. W. DeSouza
Assistant Counsel
Oregon State Highway Department
Salem, Oregon

Dear Mr. DeSouza:

Re: Mosier-Rowena Section, Columbia River Highway.

Attached for your records is State's fully executed copy of easement and construction agreement, dated May 8, 1958, covering the captioned project.

Your attention is directed to Section 1 (c) and 2 (a). The first providing for a payment of $6,500.00 upon delivery of the executed agreement; the second relates to public authority, particularly authority from the United States for filling in the Columbia River, which it is understood you have received. We would appreciate being furnished the original permit or a certified copy of it for our records.

The additional ten copies of the Exhibit "A", requested in your letter of May 20, are being sent you under separate cover.

Yours very truly,

C. H. Baker
Superintendent

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[illegible]

5200

August [illegible], 1958

Oregon State Highway Commission

Gentlemen:

On August 28, 1958, at 11:30 a.m., approval was granted for the establishment of a 35-mile-per-hour construction speed zone on the East Unit, Mosier-Rowena Section of the Columbia River Highway. Because of construction activities, it is desirable to reduce the speed of traffic through this section.

Your approval is recommended for the establishment of a 35-mile-per-hour speed zone on that section of the Columbia River Highway, No. 2, between M.P. 72.27 and M.P. 74.76.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. P. M. Stephenson
Mr. F. B. Crandall

VPJ:kg hi

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
August 13, 1958

SUBJECT: East Unit, Shogren-Rowena Section
Columbia River Highway

To

Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Enclosed find copy of a letter from Mr. Glenn to myself referring to traffic speed on the East Unit, Shogren-Rowena Section of the Columbia River Highway. I concur with Mr. Glenn recommend the construction speed as suggested be placed.

DEAN SWIFT
Division Engineer

DS:mo
Encl.

⑪

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

The Dalles

August 1, 1948

SUBJECT:

TO: Mr. Dean Swift
Division Engineer
Oregon State Highway Dept.
Bend, Oregon

E. Unit, Shogren-Rowena Project
Columbia River Highway
Wasco County
Restricted Constructio Speed

I request that application be made for a restricted speed of 35 M.P.H. for that period of time during which the East Unit, Shogren-Rowena section of the Columbia River Highway is under construction. I feel that this restriction is necessary in order to best serve the interests of public safety.

Provisions have been made for the detouring of traffic over the Mosier-Rowena Secondary during the daylight hours only while the excavation of the bluff area near the westerly end of the project is being made. It is anticipated however that considerable construction activity will occur at the easterly end of the project during the extension of the Lyle Ferry Over-crossing and the removal of the roadbed excavation in this vicinity which will create a hazard and for which provisions for detouring the traffic have not been made.

E.D. Glenn
Resident Engineer

[illegible]

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FOR FILING

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5200

Salem, Oregon
July 17, 1958

Mr. Dean Swift
Division Engineer
Bend

Confirmation of verbal
permission from Union
Pacific Railroad
Shogren-Rowena Section

Herewith copy of a letter from the Union Pacific Railroad Company confirming the verbal permission previously given for our contractor to enter upon railroad property in the Shogren-Rowena Section prior to the completion of the easement and construction agreement.

G. S. Paxson
Assistant State Highway Engineer

GSP:fn

Attachment

cc Mr. Tom Edwards
Mr. R. L. Porter
Mr. M. D. Glen

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

July 15, 1958

D 315 - 2 - 41

Mr. G. S. Paxson
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Paxson:

Re: Shogren-Rowena Section, Columbia River Highway

This will confirm verbal advice given you July 3 by the Division Engineer's Office, that the State and its contractor, Rogers Construction, Inc., may enter upon Railroad property in advance of completion of the easement and construction agreement now before the Railroad management for execution.

Also wish to advise you that the railroad protective insurance furnished by Rogers Construction, Inc., has been approved by the Railroad.

Very truly yours,

G. H. Baker
G. H. Baker

RECEIVED
JUL 17 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUL 10 1958
FOR FILING
I-82-3(5)71
5200

July 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 30, 1958, on Contract No. 5200, East Unit, Shogren-Rowena Section, in Wasco County, in connection with Federal Aid Project No. I-82-3(5)-71.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:lmr

RECEIVED
28-35.8
FOR FILING

5500

July 7, 1958

Mr. W. C. Williams
State Highway

egon Project I-82-3(5)71, East Unit,
ogren-Rowena. Order for State Force
rk - Seeding and Mulching. Estimated
otal Cost - $3,000.00.
Federal Funds - $2,700.00.

Dear Sir:

We are approving the use of State Force, in accordance with PPM 21-6.2, as being in the public interest for the following reasons.

(1) The contractor is neither properly equipped nor staffed to perform the work contemplated under the Order.

(2) The State has trained men and specialized equipment to perform the work most economically.

(3) The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

Orig to SHD

FORM E-123X 12,900 4-58

COMMISSIONERS

M. K. McIVER, Chairman
Portland

ROBERT B. CHESSMAN, Membe
Astoria

KENNETH N. FRIDLEY, Member
Wasco

H. B. GLAISYER, Secretary
Salem

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

52

July 3, 1958

Rogers Construction, Inc.
11760 N. E. Glisan Street
Portland 16, Oregon

East Unit, Shogren-Rowena Section
Columbia River Highway
Contract No. 5200

Gentlemen:

Your Protest of Workday Charges on the East Unit, Shogren-Rowena Section of the Columbia River Highway, Contract No. 5200, as expressed in your letter of June 23rd has been considered.

In this particular instance we find that the protest is valid; however, I must call your attention to the fact that the protest was not filed within the specified time limit for the periods May 19th to May 24th, May 26th to 31st, and June 2nd to June 7th. In this respect I quote you the specification relating to the making of protests:

> "If the contractor is in disagreement with the time charged, and the difference cannot be reconciled immediately by discussion with the engineer, the contractor shall, within ten (10) days after the mailing of the statement file written protest with the engineer, setting forth in detail the facts upon which the protest is based. Failure to submit such protest within ten (10) days shall constitute approval by the contractor of the number of workdays charged against the contract for the week in the statement."

We are allowing your protest to stand in this particular case; however, I wish to advise that in the future it is our intention to enforce the time limit in which protests can be filed.

Very truly yours,

Tom Edwards
Construction Engineer

By L. H. Young
L. H. Young
Ass't Construction Engineer

LHY:jc

cc Forrest Cooper
S. H. Probert
Dean Swift
M. D. Glenn

RECEIVED
JUL 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

RECEIVED
JUL - 1958
FOR FILING

[illegible]

BN

BND CON 13 7-3-58 3:37 PM

DEAN SWIFT:

REFERENCE EAST UNIT, SHOGREN-ROWENA -- HAVE BEEN ADVISED BY G. S. PAXSON THAT WE MAY GO AHEAD WITH WORK ON THE RAILROAD PROPERTY ON THE SUBJECT NAMED JOB. WILL YOU PLEASE NOTIFY THE CONTRACTOR THAT WORK CAN BE STARTED IMMEDIATELY.

L. H. YOUNG

DMH

NOTED

RECEIVED
JUN [illegible]
FOR FILING

I-82-3(5)7

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the East Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County, Contract No. 5200, in connection with Federal Aid Project No. I-82-3(5)71.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:nm

RECEIVED

FOR

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

I 52-3(2)71

5200

June 17, 1958

Rogers Const., Inc.
11760 N. E. Glisan
Portland 16, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5200, awarded May 9, 1958, for grading, paving and structure on the East Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 4 1958
FOR FILING

June 3, 1958

Mr. C. H. Baker, Superintendent
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 17, Oregon

Your File D 315-2-41

Dear Sir:

Reference is made to your letter of May 27 in which you discuss the contract provisions for rock slope protection in our current contract on the East Unit, Shogren-Rowena Section of the Columbia River Highway. In this connection, I wish to advise that the specification as written provided the same type of rock slope protection which has been used for the protection of the railroad embankment in the past and which you have presumably approved.

The contract on this job has already been let and the specifications cannot be changed at this time. We will exercise every possible precaution to assure that the coarser materials originating in the rock excavation will be placed on the outer side of the rock protection. Using this precaution, it is assured that the slope protection will be equal or better than that now in place.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. R. M. Brown, District Engineer
Union Pacific Railroad Company
829 Pittock Block
Portland 5, Oregon

Mr. W. C. Williams
Mr. Tom Edwards
Mr. S. H. Probert
Mr. Dean Swift

LHY:jc fn

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

G. H. BAKER
SUPERINTENDENT
OREGON DIVISION

2525 NO. LARRABEE AVE.
PORTLAND 17, OREGON

MAY 27, 1958

File Ref. D 315 - 2 - 41

Mr. W. C. Williams,
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Atten: Mr. S. H. Probert,
Office Engineer.

Dear Sir:

EAST UNIT - SHOGREN-ROWENA SECTION,
COLUMBIA RIVER HIGHWAY

Referring to the Special Provisions on the captioned project, sent me with your letter of May 1st:

The provisions for "Rock Slope Protection" on pages 4 and 5 of the Special Provisions should stipulate that "Selected rock averaging 300 lbs." should be used in the revetment along railroad roadbed where it forms the bank of the Bonneville Reservoir or is subject to damage by wave action. According to information available here this construction would apply to the stretch between Railroad Stations 1825+50 and 1865+00.

Our past experience with slope protection along the Columbia River and the various Dam Pools indicates that bank protection should consist of large rock averaging 300 lbs.

Will you please arrange accordingly.

Yours very truly,

G. H. Baker
G.H. Baker,
Superintendent

RECEIVED
MAY 29 1958
O.E. [illegible]
STATE [illegible]

RECEIVED
MAY 20 1958
FOR FILING

May 19, 1958

Mr. R. E. Haecke, Division Engineer
Union Pacific Railroad Company
2525 North Larrabee Avenue
Portland 12, Oregon

Dear Sir:

We are mailing, under separate cover, a copy of Contract No. 5200 and plans covering grading, paving and structural work on the East Unit, Shogren-Rowena Section of the Columbia River Highway in Wasco County.

Plans call for relocating a section of your company's tracks, between R.R. Stations 1825+47.52 and 1877+72.16, to permit widening of the existing Columbia River Highway.

Provisions call for the contractor to protect your company's tracks, facilities or any communication lines and appurtenances thereof. Also, that blasting operations in the rock cut between Highway Stations 1793 and 1803 shall be performed at such times as will least interrupt or endanger train service (see page 5, special provisions). The contractor is also to furnish railroad protective and liability insurance in addition to his regular insurance coverage.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

JWR:ia

cc: G. S. Paxson
J. W. DeSousa
R. M. Brown, Dist. Engr.
Union Pacific Railroad Co.
829 Pittock Block
Portland 5, Oregon

RECEIVED

FOR FILING

I 82-3(5)71

5209

May 12, 1958

Rogers Construction Company
11760 N. E. Glisan Street
Portland, Oregon

Gentlemen:

The State Highway Commission on May 9, 1958, awarded to you State Highway Contract No. 5209 for grading, paving and structure on the East Unit, Shogren-Rowena Section of the Columbia River Highway east of Mosier in Wasco County.

This award was based on your bid of $531,658 which was the low bid submitted to the Commission on May 9, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage, (SIAC)

I-82-3(5)71
[illegible]

08-35.0

May 9, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5200 for Oregon Project I-82-3(5)71, East Unit, Shogren-Rowena Section of the Columbia River Highway, to Rogers Construction Company of Portland, Oregon, low bidder in the amount of $531,058.00 at today's bid opening.

Very truly yours,

C. G. Polk
Division Engineer

FORM E-129X 90M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 7, 1958

Pacific Telephone and Telegraph Company
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone & Telegraph Co.
Telephone Line Adjustment
E. Unit, Shogren-Rowena Section
Columbia River Highway
Wasco County

Gentlemen:

Bids on the above titled project will be received on May 9, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction. It is requested that you proceed with the work as soon as reasonably may be possible.

The adjustment involves the moving of a two-wire line between Highway Engineer's Stations 1857 and 1882, which line is attached to Pacific Power and Light Company poles. There are six poles to be moved, three of which are on State Park property, and three of which were originally placed on private property. As a matter of prorating the cost of the readjustment of your telephone lines on these poles which are to be moved, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of your adjustments under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. M. D. Glenn, Box 430, The Dalles, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

RECEIVED
1958
ENGINEER

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. Dean Swift
Mr. F. W. Farrar
Mr. M. D. Glenn

FORM E-123X 80M 1-58

FOR

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-1-3-57

52

May 7, 1958

Pacific Power and Light Company
Public Service Building
Portland 4, Oregon

Re: Pacific Power & Light Company
Power Line Adjustment
E. Unit, Shogren-Rowena Section
Columbia River Highway
Wasco County

Gentlemen:

Bids on the above titled project will be received on May 9, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction. It is requested that you proceed with the work as soon as reasonably may be possible. The adjustments involve work at the following locations:

> Three poles between Highway Engineer's Station 1863 and 1871 must be moved for the relocation of the Lyle Ferry Road. These poles were placed on State Park property under the terms of Permit No. 788, dated June 26, 1936.
>
> Two poles between Highway Engineer's Stations 1857 and 1861, and one pole near Highway Engineer's Station 1881+50 must be moved for the relocation of the Lyle Ferry Road.
>
> These poles were placed on private property prior to the construction of the existing route of the Columbia River Highway, although it does not appear that you have a recorded easement for these poles.
>
> A service pole to a traffic counter near Highway Engineer's Station 1869 must be moved. This pole was set at the direction of the Highway Department so that it may be considered as a reimbursable cost.

It will be noted that some of your facilities are located on public property and some have been placed under private easements. As to the facilities which are located on public property, except the service pole to the highway traffic counter near Station 1869, it will be your obligation to make the necessary changes without compensation. As to the facilities which are located on private property and the service pole near Station 1869, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustments under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. M. D. Glenn, Box 420, The Dalles, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. Dean Swift
Mr. F. W. Farrar
Mr. M. D. Glenn

File

RECEIVED

OREGON DISTRICT

I-82-3(5)71

08:35

5200

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

April 23, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project I-82-3(5)71, (old project No. I-35(10)), East Unit, Shogren-Rowena Section of the Columbia River Highway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of entry have been acquired.

Very truly yours,

CGPolk
C. G. Polk
Division Engineer

RECEIVED
APR 18 1958
FOR FILING
FORM 530—50M—2-57—1476

[illegible]

5200

file

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 16, 1958

SUBJECT: Shogren-Rowena Section
EAST UNIT
Wasco County

To: Mr. Tom Edwards

Originally this project contained an item of $500 in the authorization for seeding and mulching five acres. Since then this section has been lengthened, increasing the seeding and mulching needed to twelve acres.

It is, therefore, recommended that the original authorization be increased from $500 to $3,000 based on the attached computations, summarized as follows:

Seeding 12 acres @ $50/acre	$ 600
Mulching with straw and oil tacking — 12 acres @ $175/acre	2100
Fertilizing 12 acres @ $25/acre	300
	$3000.

Please return these computations.

Mark H Astrup
Mark H. Astrup
Landscape Engineer

EAM vjl
Enclosure
cc Mr. Forrest Cooper

APPROVED
CONSTRUCTION ENGINEER

$2000.

Mostly Rock fills

cc- Cooper Oneil - Astrup.

CONSTRUCTION DIVISION
RECEIVED

NOTED-- ☐ ☐ ☐ ☐ ☐

NOTED

S-372(1) Tualatin River Overflow 1953
Br. Sec.
#5201

5201

RECEIVED 1960 FOR FILING

Monthly transaction number
5-704

Project report number
6

-2A U.S. DEPARTMENT OF COMME
(5- 57) BUREAU OF PUBLIC RO

MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT

ate
Oregon

County
Washington

Project number
S-372(1)

S-372(1)

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **July 23**, 19**58**, is hereby modified as follows:

5201

Revised estimated total cost of project	$ **41,256**
Revised Federal funds	$ **25,499**
Other revisions	**None**

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **20** day of **May**, 19**60**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Deputy **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

~~XX~~ **C. G. Polk**
Division Engineer

By: **R. C. Wright**
Administrative Manager

May 18, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Tualatin River Overflow Bridges, Project No. S-372(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RHC:jb

RECEIVED
-3 1959
FOR FILING
[illegible]
5201

OREGON STATE HIGHWAY DEPARTMENT
(date)

December 1, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5201	7 Final	R. H. Jones	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
28992	107577	$ 1,576.45	11-30-59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 100 workdays from May 29, 1958

Time Extensions: None of record

Completion Date: August 25, 1959

Date Accepted: September 24, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: December 2, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: DEC -2 1959

NOTED ON CARD
Lc

RECEIVED
[illegible] 1959
FOR FILING

A

November 17, 1959

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5201 for bridge-grading-oiling the Tualatin River Overflow Section of FAS 631 in Washington County was completed by the contractor, R. H. Jones, on August 25, 1959, and was formally accepted by the Highway Commission on September 24, 1959.

Final payment in the amount of $1,576.45 will be released to the contractor on or after November 27, 1959. The total contract amount is $37,967.43, of which amount $323.72 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

A

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MAR 23 1959
FOR FILING

[illegible]

5201

Mar. 20, 1959

General Insurance Co. of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to R. H. Jones a portion of the funds heretofore retained by the Commission on Contract No. 5201, for bridge, grading, and oiling on the Tualatin River Overflow Section of Highway FAS 631 in Washington County.

This payment, in the amount of $2,693.90, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $1,073.39. The present payment will be released on or after March 30, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

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MAR 11 1959
FOR FILING

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5201

file

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 9, 1959

SUBJECT: Tualatin River Overflow Bridge
Contract No. 5201

To:

~~Mr. W. C. Williams~~
~~State Highway Engineer~~
~~Office~~

R. H. Jones, contractor on the above project, has completed all work on the contract with the exception of painting the metal guardrail and placing some timber bracing at low water line. Placing the timber bracing cannot be done until the creek reaches its lowest flow level which we estimate will be in July or August of this summer, and painting the metal guardrail should not be done until good weather early this summer.

The contractor has asked us to reduce the normal 7½% retained percentage to the permissible 5% to release some of his funds tied up in the work. Inasmuch as the contractor cannot complete the work because of conditions beyond his control, I see no objection to reducing the retained amount. The 5% retained and the monies due on the incompleted contract items will give us sufficient funds to cover the cost of the work should the contractor default.

May I have your approval of reducing the retained amount on this contract.

Ivan D. Merchant
Bridge Engineer

CAG/skt

Approved original
to Merchant

Form E-1-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 24, 1958

Section Tualatin River Overflow Bridge

Kind of work Structure, Grading & Oiling

Highway FAS #631 County

Section prefix 534-1007

Contractor R.H. Jones

Contract number 5201

Date of contract May 19, 1958

Specified work days 100

Date work started May 29, 19

Work days used Refer to Br. Engr's. Wkly Rpt.

Project authorization $41,497.31

Exclusive of engineering $38,546.39

Per cent of time elapsed do %

Estimated cost of completed project, exclusive of engineering $ 38,546.39

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price (Refer to Br. Engr's. Wkly. Report.) %

Engineering authorization $2,950.92

Engineering cost to date Refer to Br.Engr.Wkly.Rpt. %

Date project was completed [illegible] 25, 1959

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final seal coat was applied Tuesday Oct. 21, 1958.

With the exception of some cleanup work, the grading and oiling of this project is complete

CONSTRUCTION DIVISION
RECEIVED
OCT 27 1958
NOTED-- ☒ ☐ ☐ ☐ ☐
CE ACE ACE COE

Noted
M. N. Juve

Signed

Address P.O. Box 154, Hillsboro, Ore

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)	REFER TO BRIDGE ENGINEER'S WEEKLY REPORT				
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN [illegible] 1958
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

5201

June 17, 1958

R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5201, awarded May 19, 1958, for bridge, grading and oiling on the Tualatin River Overflow Section of the Federal Aid Secondary Highway No. 631 in Washington County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 26 1958
FOR FILING

May 19, 1958

R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Mr. Jones:

The State Highway Commission on May 8, 1958, accepted your proposal for structure, grading and oiling on the Tualatin River Overflow Bridge Section of the Cornelius-Blooming Road in Washington County, for the sum of $36,786.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5201.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant

NOTED
J. Mc C.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1200 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 19, 1958

R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Gentlemen:

Contract for Tualatin River Overflow Bridge Section, Washington County, for which you submitted low bid on May 8, 1958, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
C. W. Head
Files

RECEIVED
MAY 27 1958
FOR FILING

FORM E-30 50M 8-57

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15, 1958

SUBJECT: Tualatin River Overflow Bridge
FAS 631, Washington County

To: Mr. G. S. Paxson
OFFICE

The required deposit for the subject named project has been received and this project is now clear for award of a contract. All right-of-way has been obtained.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JFH:mm

cc: Forrest Cooper
Ivan Merchant

NOTED
G. S. PAXSON

RECEIVED
OFFICE OF
[illegible] ENGINEER

RECEIVED
MAY 14 1958
FOR FILING

[illegible]

[illegible]

May 13, 1958

County Court of Washington County
Court House
Hillsboro, Oregon

Gentlemen:

We are enclosing for the records and files of Washington County one fully executed copy each of a maintenance and finance agreement between the State Highway Commission and Washington County covering the Tualatin River Overflow section of FAS 631 in Washington County.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
MAY 19 1958
FOR FILING

[illegible] (1)

5201

Salem, Oregon
May 13, 1958

Maint. #245
Finance #193

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: Mr. John D. Graham
Office Engr., County & City Relations

Attached for further handling are four certified copies of a maintenance agreement and one conformed copy of a finance agreement with Washington County covering the Tualatin River Overflow section of FAS 631 in Washington County.

One fully executed copy of each agreement has been retained in this office for the Commission's files and one fully executed copy of each has been sent to the County Court of Washington County.

Secretary

rn
Attach: 5

FORM E-20 5OM 6-57—6563

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1958

SUBJECT: Finance & Maintenance Agreements
Washington County FAS Project

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of a finance agreement covering the Tualatin River Overflow section of FAS 631 in Washington County. Two copies of the agreement have been executed by the county and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

Also attached are six copies of a maintenance agreement covering the same project. After signature by the Highway Commission, please return four either fully executed or certified true copies to this office for transmittal to the B.P.R.

This project was approved by the Highway Commission on January 16, 1958.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date May 2, 1958

RECEIVED
MAY 1 1958
OFFICE OF
STATE HIGHWAY ENGINEER

AUTHORIZED BY HIGHWAY COMMISSION
DATE 1-16-58 Minute Page 38
Secretary

303-1709 Gladstone (First St.) Sec. 1958
(Grading & Paving)
#5202

Form A-150—10M—6-58

INVOICE
Oregon State Highway Department
SALEM, OREGON

Invoice No. 59175

City of Gladstone
Gladstone, Oregon

Attention: Mrs. Bernice Marlow
City Recorder

RECEIVED
FEB 1959

Date February 3, 1959
Your Req. No.
Billing Request No. cc 467
Credit Distribution: 303-1739-2

Final Billing: City share of total cost of First Street basing and paving project, covered by agreement dated March 21, 1958.

Advance Deposit		$3,950.00
Total Cost as per attached	$23,580.84	
Less agreed State Share	20,000.00	
Agreed City share		3,580.84
To be refunded		369.16

ACKNOWLEDGMENT OF BILLING REQUEST
Cash Received with Request: $
By

State Printing 13107

NOTED
V S ONES

NOTED
Harold C. Ayers

February 2, 1959

Mrs. Bernice Marlow
City Recorder
Gladstone, Oregon

NOTED
[illegible]

Dear Mrs. Marlow:

Final costs on the Special City Allotment Project on First Street are now available, and as shown on the attached statement, the city's share of the total cost is $3,580.84.

As the city has made an advance deposit in the amount of $3,950.00, a refund of $369.16 is due the city. A check in this amount will be forwarded by our Accounting Division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County & City Relations

HCA:cg
Att.

-101

REGON STATE HIGHWAY DEPARTMEN NOTED
arold C. Ayers

Request for Outside Billing

(Or Advice of Cash Transaction)

Address invoice to:

City of Gladstone
Gladstone, Oregon

Attention of Mrs. Bernice Marlow, City Recorder

Request No. (assigned by staff engineer or head of division) cc-467

Date February 2, 1959

Payer's Order No. (if any)

Department Order No. (if any)
(Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Final billing: City share of total cost of First Street basing and paving project, covered by agreement dated March 21, 1958.

Total City share: $369.16 (See attached statement)

Itemized Statement:

Advance Deposit- - - $3,950.00

Quantity	Unit	Description	Unit Price	Amount
		Total Cost $23,580.84		
		Less Agreed State Share 20,000.00		
		Agreed City Share - - -	- - - - -	3,580.84
		REFUND DUE CITY - - - -	- - - - -	$ 369.16

Has payer made payment for this service?

If so, what is amount of payment? . . . . . $

Has payer made a deposit with the department to guarantee payment? YES

If so, what is amount of deposit? $3,950.00

Is this a partial or final request for billing? Final

Have there been any previous requests for billing in connection with this same service? NO

If so, give total of all previous requests . . . . $

Also give number of last previous request

Credit distribution:

303-1709-295

Submitted by:

Mr. H. C. Ayers

Approved:

Division Engineer

Approved:

Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or division head. Staff engineer or division head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

State Printing

OREGON STATE HIGHWAY DEPARTMENT
ITEMIZED STATEMENT OF FINAL COSTS

February 2, 1959

CONTRACT NO. 5202
GLADSTONE Special City Allotment Project
First Street: Basing and paving project

PAYMENTS TO CONTRACTOR

Item	Qty.		@	Total
1. General Excavation	2677.2	c.y.	$1.00	$ 2,677.20
2. Coarse Crushed Material	2858	c.y.	2.40	6,859.20
3. 3/4"-0 Crushed Material	698	c.y.	2.55	1,779.90
4. Sprinkling	204	M/gal.	3.00	612.00
5. Class "B" Asphaltic Concrete	1352.585	tons	6.50	8,791.80

Subtotal Contract Items	$20,720.10
Engineering & Contingencies	2,432.00
Survey	428.74
Total Cost	$23,580.84
Agreed State Share	20,000.00
City Share	$ 3,580.84
City Advance Deposit	3,950.00
REFUND DUE CITY - - - - - - - -	$ 369.16

HCA:cg

RECEIVED
NOV 25 1958.
~~FOR FILING~~
303 1709

(CONTRACT NO.) 5202

Files

OREGON STATE HIGHWAY DEPARTMENT
(date)

~~November 24, 1958~~

(EST. NO.)　(CONTRACTOR)

5202
(VOUCHER NO.)

5 Final
(WARRANT NO.)

Parker & Fuhrman & Rich Valley Topsoil Co.
(AMOUNT)　(DATE)

X 27173　H229108　$633.24　11-21-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 50 workdays from May 29, 1958

Time Extensions: None

Completion Date: Sept. 16, 1958

Date Accepted: Oct. 23, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Nov. 24, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: NOV 24 1958

JC

NOTED ON CARD

om

RECEIVED
NOV 6 - 1958
FOR FILING

Nov. 5, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

State Highway Contract No. 5202 for grading and paving on the Gladstone (First St.) Section in Clackamas County was completed by the contractor, Parker & Fuhrman and Rich Valley Topsoil Co., on Sept. 16, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $633.24 will be released to the contractor on or after Nov. 15, 1958. The total contract amount is $20,720.10, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Amerata & Schram
520 Mead Bldg.
Portland, Oregon

NOTED ON CARD

RECEIVED
OCT 14 1958
FOR FILING

302-1301

5202

Oct. 14, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Parker & Fuhrman and Rich Valley Topsoil Company in connection with Contract No. 5202, for grading and paving on the Gladstone (First Street) Section in Clackamas County.

This payment, in the amount of $11,345.88, will be released to the contractor on or after Oct. 24, 1958. The retained percentage is $621.24.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Amerata & Schram
520 Mead Bldg.
Portland, Oregon

NOTED ON CARD

RECEIVED
OCT 14 1958
FOR FILING

[illegible]

5202

Oct. 14, 1958

CERTIFIED MAIL

Glens Falls Insurance Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Parker & Fuhrman and Rich Valley Topsoil Company in connection with Contract No. 5202, for grading and paving on the Gladstone (First Street) Section in Clackamas County.

This payment, in the amount of $11,345.88, will be released to the contractor on or after Oct. 24, 1958. The retained percentage is $621.24.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Amerata & Schram
520 Mead Bldg.
Portland, Oregon

NOTED ON CARD

NOTED
V. R. JONES

October 13, 1958

NOTED
Harold C. Ayers

Mrs. Bernice L. Marlow
City Recorder
Gladstone, Oregon

[illegible]

Dear Mrs. Marlow:

This is to advise you that work on Contract No. 5202, paving of First Street in Gladstone, was completed on September 16, 1958.

Under the terms of the agreement signed by the City Council on March 11, 1958, the City assumed maintenance and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm

NOTED
JOHN D. GRAHAM

NOTED
C. G SWENSON

Form E-1-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 19, 1958

Section Gladstone (First St.)

Kind of work Grading & Paving

Highway City St. County Clackamas

Section prefix 303-1709

Contractor Parker - Fuhrman & Rich Valley Topsoil

Contract number 5202

Date of contract May 19, 1958

Specified work days 50

Date work started May 28, 1958

Work days used 40

Project authorization . . . . . . $ 23,445.56

Exclusive of engineering . . . . $ 21,778.32

Per cent of time elapsed 80 %

Estimated cost of completed project, exclusive of engineering . . . . $ 20,708.10

Estimated per cent overrun or underrun . . . . Underrun . . . . 4.91 %

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering authorization . . . . $ 1,667.24

Engineering cost to date $ 1,760, 105.6 %

Date project was completed September 16, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The A-C. paving was completed on Monday. Tuesday the contractor shouldered along the edge of pavement at street connections. The project was considered completed on Tuesday, September 16, 1958.

CONSTRUCTION DIVISION
RECEIVED

NOTED-

Noted
W. N. Juve

NOTED
C. E. PAULSEN

Signed Willard J. Scofield

Address Portland

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.31	0.31			0.31
Miles partially completed					
Miles completed	0.31	0.31			0.31
Total estimated quantities (contract)	3,500	3,400			1,340
Total quantities corrected to date	2,677	3,550			1,352
Estimated quantities moved or placed to date	2,677	3,550			1,352
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for ~~week~~ Day					20

Men 20

Supervision 2

Men and trucks under 3 tons

Men and trucks over 3 tons 5

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers 2, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., 1 Blaw - Knox Paver, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	"		
Wednesday	Lt. Showers		
Thursday	Fair		
Friday	"		
Saturday			

RECEIVED
JUN 3 1958
FOR FILING
[illegible]
5202

FORM E-123 5M 4-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

June 3, 1958

Parker & Fuhrman and
Rich Valley Topsoil Co.
11524 S. E. Foster Road
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5202, awarded May 19, 1958,
for grading and paving on the Gladstone
(First St.) Section in Clackamas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

NOTED
W. R. [illegible] V. P

NOTED
John F. Hagemann

May 26, 1958

Mrs. Bernice L. Marlow
City Recorder
Gladstone, Oregon

NOTED
Harold C. Ayers

Dear Mrs. Marlow:

We have received Gladstone's advance deposit of $3,950 and Contract No. 5202 has been awarded to Parker & Fuhrman and Rich Valley Topsoil Company for the Special City Allotment project on First Street.

A copy of the contract and plans is enclosed for the City's records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

CGS:mm
Encl.

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

RECEIVED
MAY 27 1958
FOR FILING

FORM E-30X—30,000—10-54—78484

503-299

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 23, 1958

SUBJECT:

To: Mr. D. H. Probert
Office Engineer
O F F I C E

An advance deposit in the amount of $3750 has been received from the city of Gladstone for the Gladstone (First Street) project bids for which were received May 8.

This project is now clear for award of a contract.

C. G. Swenson
C. G. Swenson
Engineer, County and City Relations

cc Mr. G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
[illegible] 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 26 1958
FOR FILING

[illegible]

[illegible]

May 19, 1958

Parker & Fuhrman and
Rich Valley Topsoil Co.
11524 S.E. Foster Road
Portland, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, accepted your proposal for grading and paving on the Gladstone (First St.) Section on First Street in the city of Gladstone in Clackamas County for the sum of $20,815.50 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5202.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder and Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired, otherwise the message will be sent at the full rate

FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 19, 1958

Parker & Fuhrman and
Rich Valley Topsoil Co.
11524 S. E. Foster Road
Portland, Oregon

Gentlemen:

Contract for grading and paving the Gladstone (First St.) Section on First Street in Gladstone, in Clackamas County for which you submitted low bid on May 8, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc
cc: Accounting (5003-900)
C. W. Head
Files

XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXX
XXXXXXXXXXXX

NOTED
Harold C. Ayers

May 9, 1958

Mrs. Bernice Marlow
City Recorder
Gladstone, Oregon

NOTED
John F. Hagemann

Dear Mrs. Marlow:

On May 8, 1958, the State Highway Commission received a satisfactory bid from Parker & Fuhrman and Rich Valley Top Soil Company on the First Street grading and paving project in Gladstone. The estimated total cost based on this bid is as follows:

Contract Items	$20,815.50
Flagging	25.00
Engineering & contingencies	2,605.06
Survey	500.00
Total Estimated Cost..........	$23,945.56

As per the agreement between City and State, the City is to pay all costs in excess of $20,000 and is to make this payment by means of an advance deposit. If the City wishes to proceed with the project, an advance deposit of $3,950 is required. Please make this deposit by check made payable to the Oregon State Highway Commission.

Your immediate attention to the matter would be appreciated as the contract cannot be awarded until the deposit is in our hands.

Very truly yours,

C. G. Swenson
Engineer, County & City Relations

By

H. C. Ayers
Field Engineer, County & City Relations

HCA:mm

NOTED
C. G. SWENSON

RECEIVED
APR 1 1958
FOR FILING

303-1705

[illegible]

Salem, Oregon
March 26, 1958 [illegible] #71

$250,000 Fund (1958) Agreement
City of Gladstone

Mr. C. G. Swenson
City & County Relations Dept.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations Dept.

Attached is a conformed copy of an agreement with the City of Gladstone covering the Special City Allotment project on First Street in Gladstone.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Gladstone.

Secretary

rn
Enc.

RECEIVED
MAR 26 1958
FOR FILING

Fin & Acct
Alloc
to Cities

March 26, 1958

Bernice Marlow, City Recorder
City Hall
Gladstone, Oregon

Dear Miss Marlow:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Gladstone covering the Special City Allotment project on First Street in Gladstone.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1958

SUBJECT: $250,000 Fund (1958) Agreement
City of Gladstone

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on First Street in Gladstone.

Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The Commission approved this project December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date March 20, 1958

APPROVED BY HIGHWAY COMMISSION
DATE 12-5-57 Minute Page 37
Secretary

RECEIVED
MAR 19 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 19, 1958

SUBJECT: $250,000 Fund (1958) Agreement
City of Gladstone

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on First Street in Gladstone.

Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The Commission approved this project December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date March 20, 1958

APPROVED BY HIGHWAY COMMISSION
DATE 12-5-57 Minute Page 37
Secretary

RECEIVED
MAR 19 1958
OFFICE OF
STATE HIGHWAY ENGINEER

CITY OF GLADSTONE
GLADSTONE, OREGON

NOTED
Harold C. Ayers

March 13, 1958

RECEIVED
MAR 15 1958
ENGINEER
COUNTY & CITY RELATIONS

Mr C. G. Swenson,
Engineer, County and City Relations,
State Highway Department,
Salem, Oregon

Dear Mr Swenson:

The Council has passed an Ordinance to enter into an agreement with the Oregon State Highway Commission for street construction on First Street.

Your bid opening and time to start construction should be based on several projects to be completed prior to May 15, 1958.

We are calling for bids for curb construction on March 25, 1958 and construction to be completed by May 15, 1958.

Safeway Stores, Inc are installing a 12" sewer from Clackamas on First Street and through Gladstone to the Oregon City sewage plant. This project is to be in operation June 1, 1958 and the work on First Street is to be completed by May 15, 1958. Inclement weather may have some effect on these schedules.

We feel the street contractor can not begin construction before May 15, 1958 and that you will let the street construction contract accordingly.

Sincerely yours,

CITY OF GLADSTONE

Leonard A. Strobel

Leonard A. Strobel
City Superintendent

LAS:bm

ORDINANCE NO. 390

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF GLADSTONE, OREGON AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF FIRST STREET FROM THE CASCADE HIGHWAY TO ITS JUNCTION WITH CLACKAMAS BOULEVARD, A DISTANCE OF APPROXIMATELY 0.31 MILES AND DECLARING AN EMERGENCY.

Whereas the City of Gladstone, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstrusting under the provision of ORS 366.800 and 366.805, and

Whereas the State Highway Commission has accepted such application for the improvement of First Street, a distance of approximately 0.31 mile, and,

Whereas in the form of an agreement prepared by the State Highway Commission, a copy of which is marked " Exhibit A" attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $20,000.00 and the City of Gladstone to pay all cost in excess of $20,000.00, the City of Gladstone does ordain as follows:

Section 1. That the certain form of agreement hereinabove referred to be entered into by the City of Gladstone, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of First Street from the Cascade Highway to its junction with Clackamas Boulevard and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the spring and summer of 1958 when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Gladstone, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter dated January 1, 1949

AYES Five

NAYES None

Submitted to and approved by the Mayor the 11th day of March, 1958.

BY

Mayor

ATTEST:

City Recorder

NOTED
V. R. JONES

NOTED
Harold C. Ayers

February 25, 1958

Mrs. Bernice L. Marlow
City Recorder
Gladstone, Oregon

NOTED
John F. Hagemann

Dear Mrs. Marlow:

The State Highway Commission plans to call for bids in the near future for the construction project on First Street in Gladstone. Enclosed are three copies of an agreement covering this project. This agreement is in accordance with the Special City Allotment project as requested by the City and approved by the State Highway Commission.

Will you please have the City Council pass an ordinance, similar to the attached example, authorizing yourself and the mayor to sign the agreement. Please include a copy of this ordinance with the signed copies of the agreement.

As the contract cannot be awarded until the signed agreement is in our hands, will you and the mayor please sign the attached agreement, with your signatures attested by a third party, stamp with the city seal, and return all three signed copies to this office prior to March 17, 1958. After signature by the State Highway Commission, a fully executed copy of the agreement will be returned for the City's records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

NOTED
JOHN D. GRAHAM

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Encl.

NOTED
C. G. SWENSON

NOTED
V. R. JONES

NOTED
Harold C. Ayers

Salem, Oregon
February 10, 1958

1958 Special City Allotment Project
First Street
Gladstone

Mr. Tom Edwards
OFFICE

NOTED
John F. Hagemann

The field data on the subject named project has been examined and found to be in conformance with that proposed by the city and approved by the Highway Commission - with the exception of the proposed binder course.

H. C. Ayers
Field Engr., County and City Relations

HCA:mm

cc: V. G. O'Neil
Frank Hall

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

December 11, 1957

Mr. Leonard A. Strobel
City Superintendent
Gladstone, Oregon

Dear Mr. Strobel:

On December 5 the Highway Commission approved the Special City Allotment project on First Street in Gladstone.

The project was approved on the basis that the City will place the curbs prior to State's construction and will pay all costs in excess of $20,000 which is the State's share. A copy of the preliminary estimate is attached for your information.

You will be contacted at a later date to work out the details of the project and negotiate an agreement covering the project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Att.

NOTED
C. G. SWENSON

CITY OF GLADSTONE
GLADSTONE, OREGON

August 16, 1957

Mr Harold Ayers,
County-City Relations Engineer,
Oregon State Highway Department,
Salem, Oregon

Dear Harold:

At the regular meeting of the City Council, it was agreed to make application for the improvement of First Street truck route, from Harvard Avenue east to 82nd Street.

The City will install curbs and the Highway Department is to contract the necessary drainage, base and paving, the width being 42 feet between curbs.

The costs based on the estimate of August 13, 1957 being $24,848.48, of which the city is to pay all costs over $20,000.00, and secure the necessary right of way at 82nd Avenue intersection.

We hope the total cost to the city above the $20,000.00 will not exceed $5000.00.

Sincerely yours,

CITY OF GLADSTONE
Leonard A Strobel
Leonard A. Strobel
City Superintendent
By: Bernice Marlow
Recorder

RECEIVED
AUG [illegible] 1957

RECEIVED

NOTED

CITY OF GLADSTONE
GLADSTONE, OREGON

NOTED
Harold C. Ayers

July 15, 1957

RECEIVED
JUL 17 1957

Mr Harold Ayers,
County City Relations Engineer,
Oregon State Highway Department
State Office Building,
Salem, Oregon

Dear Harold:

In regards to the First Street project. After eliminating 50% of the general excavation and base rock items of your estimate of June 14, 1957, the grand total of the project would become approximately $36,950.00, of which the City would have to supply $16,950.00

The Council can not raise this amount of money including the $5000.00 on hand for 1958-59.

Therefore, we are requesting that the project might be cut to include that portion from 82nd Avenue to the common intersection of First Street, Harvard Avenue and East Clackamas Boulevard.

At this time we have $5,025.00 on hand and could possibly raise another $2,500.00 in 1958-59, which with State Funds could handle a project of $27,525.00.

Sincerely yours,
CITY OF GLADSTONE,
Leonard A. Strobel
Leonard A. Strobel,
City Superintendent

NOTED
C. G. [illegible]

RECEIVED
JUL 17 1957
OREGON
STATE HIGHWAY COMMISSION

7-2-57 Gladstone $52000 - '58

The City has requested that First Street be reconstructed as the truck route through Gladstone the log trucks were routed this way until the street became impassible then routed them back to Clackamas Boulevard.

Clackamas Boulevard skirts the City Park and is very dangerous, also to leave the Cascade Hwy onto Clackamas Boulevard is dangerous as there are two sharp curves at bridge approach

This route carries very heavy log truck traffic. and could be recommended

HCG.

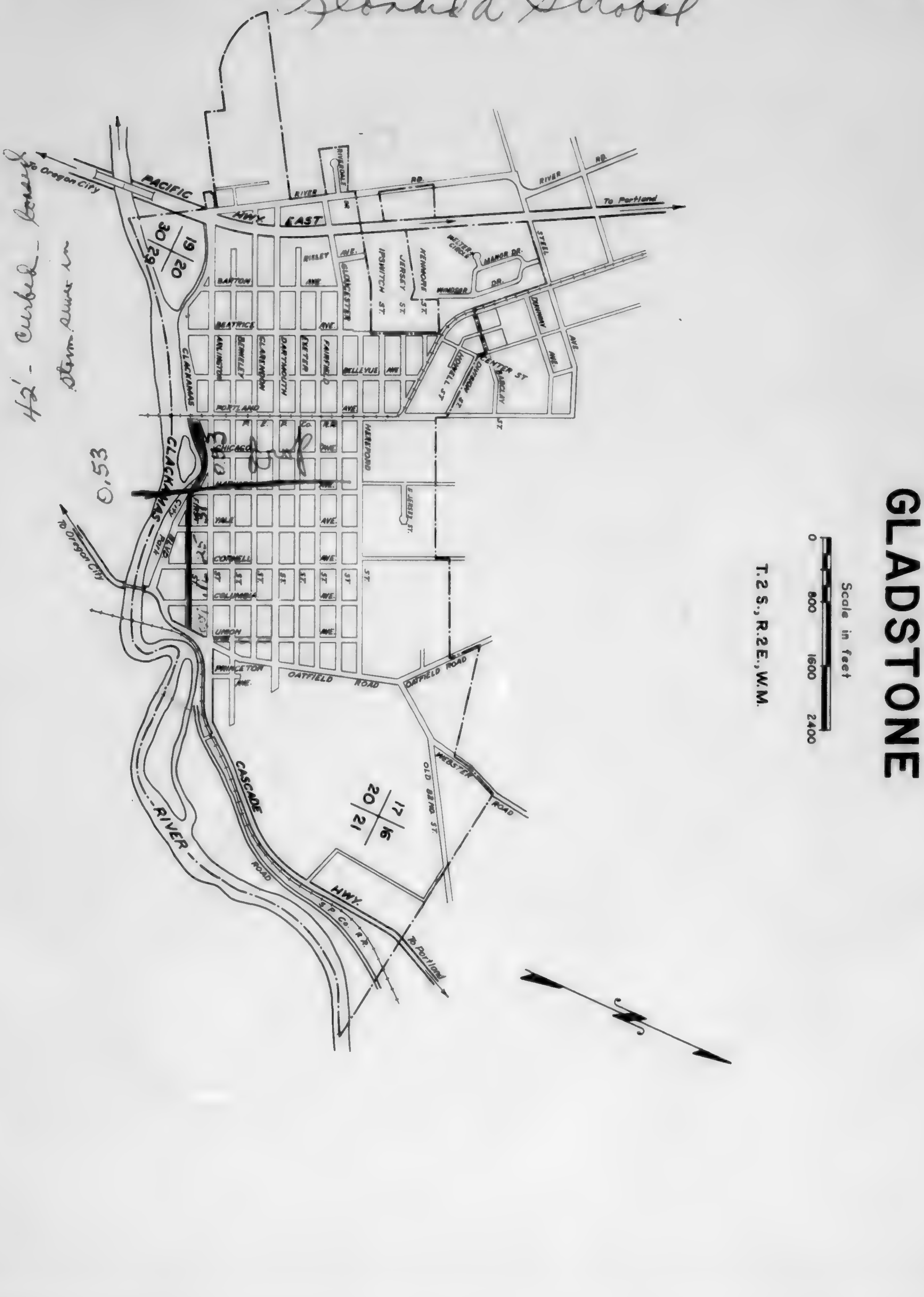
August 16, 1957

City asked job be cut back Harvard Avenue due to high cost of entire project as originally requested

HCG.

No. 2

Second a Street



42' - Curbed - Paved
Storm Sewer in

0.53

9-2-49
Rev 2-7-5

4½ ac.
1" ¼ - 0
1½ - ½ - ¼
9½ 2½ - 0
13½ = 4½

FORM E-30 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 1, 1957

SUBJECT: Base Design Recommendations
City of Gladstone
First Street
Portland Avenue-Union Avenue
Clackamas County

To: A. G. Skelton
Division Engineer
Oregon State Highway Department
Portland, Oregon

Following is a list of laboratory tests, indicating the total thickness of base course plus wearing surface necessary for a M-H traffic design on the individual soils sampled, as reported at this time:

Laboratory Report No.	Station	Depth	Hole No.	Total Crushed Base and Wear
422096	Test #3, 50' W. of Yale S. of Centerline	0-20"	3	12.5"
422095	75' W. of Cascade Hwy. on 1st. St. at N.E.P.	2"-30"	1	13.0"

NOTED
Harold C. Ayers

RECEIVED
JUL - 9

TOM EDWARDS
Construction Engineer

by
G. L. Decker
Staff Assistant

cc: Tom Edwards
Ed Johnson (2)
H. Ayers

(2)

[illegible] I. [illegible] 1958 Ind
~~7-23-67~~

Preliminary Estimate.

[illegible] Highway to intersection [illegible]
[illegible] a distance of approximately 0.31 mile

[illegible] 3" asphalt
[illegible]
[illegible] Construction. (Storm
[illegible])

Drainage Excavation	36 cu yds	$ 3.00	$ 108.00
General Excavation	1000 cu yds	1.00	1,000.00
12" Concrete Pipe	200 lin ft	2.25	450.00
Coarse Crushed Material	2500 cu yds	2.25	5,625.00
3/4" [illegible]	250 cu yds	3.00	750.00
[illegible]	70 [illegible]	3.00	210.00
Concrete Catch Basins	6 ea	75.00	450.00
Three " Asphalt Top	1800 Tons	7.25	13,050.00
Preliminary Estimate of Construction Cost			$ 21,643.00
12 1/2% Engineering & Contingencies			2705.38
Survey			500.00
			$ 24,848.48

$ 24,900

No. 2

January 18, 1957

NOTED
Harold C. Ayers

Mrs. Bernice L. Marlow
City Recorder
Gladstone, Oregon

N[illegible]
Harold C. Ayers

N[illegible]
J. F. [illegible]

Dear Madam:

This is to acknowledge receipt of a resolution adopted by the City of Gladstone on November 13, 1956, requesting aid from the annual $25[illegible] Special City Allotment Fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the 1958 program.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Acting Engr., County and City Relations

mm

NOTED
[illegible]

NOTED
C. G. SWENSON

no. 2

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of GLADSTONE is an incorporated city of the State of Oregon, and has a population of 3500, as given by the latest official census, and

WHEREAS, the following streets of said city, ____________________

orm cc-50 (1953 Rev.)
pecial City Allotment

FIRST STREET AND EAST CLACKAMAS BLVD., from Portland Ave.,

East to 82nd Avenue.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

FIRST STREET AND EAST CLACKAMAS BLVD., from Portland Ave.,

East to 82nd Ave.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of GLADSTONE does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Leonard A. Strobel as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 13th day of November, 19 56.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - - - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Gladstone at a regular or special meeting of said Council, held on the 13th day of November, 19 56, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 13th day of November, 19 56.

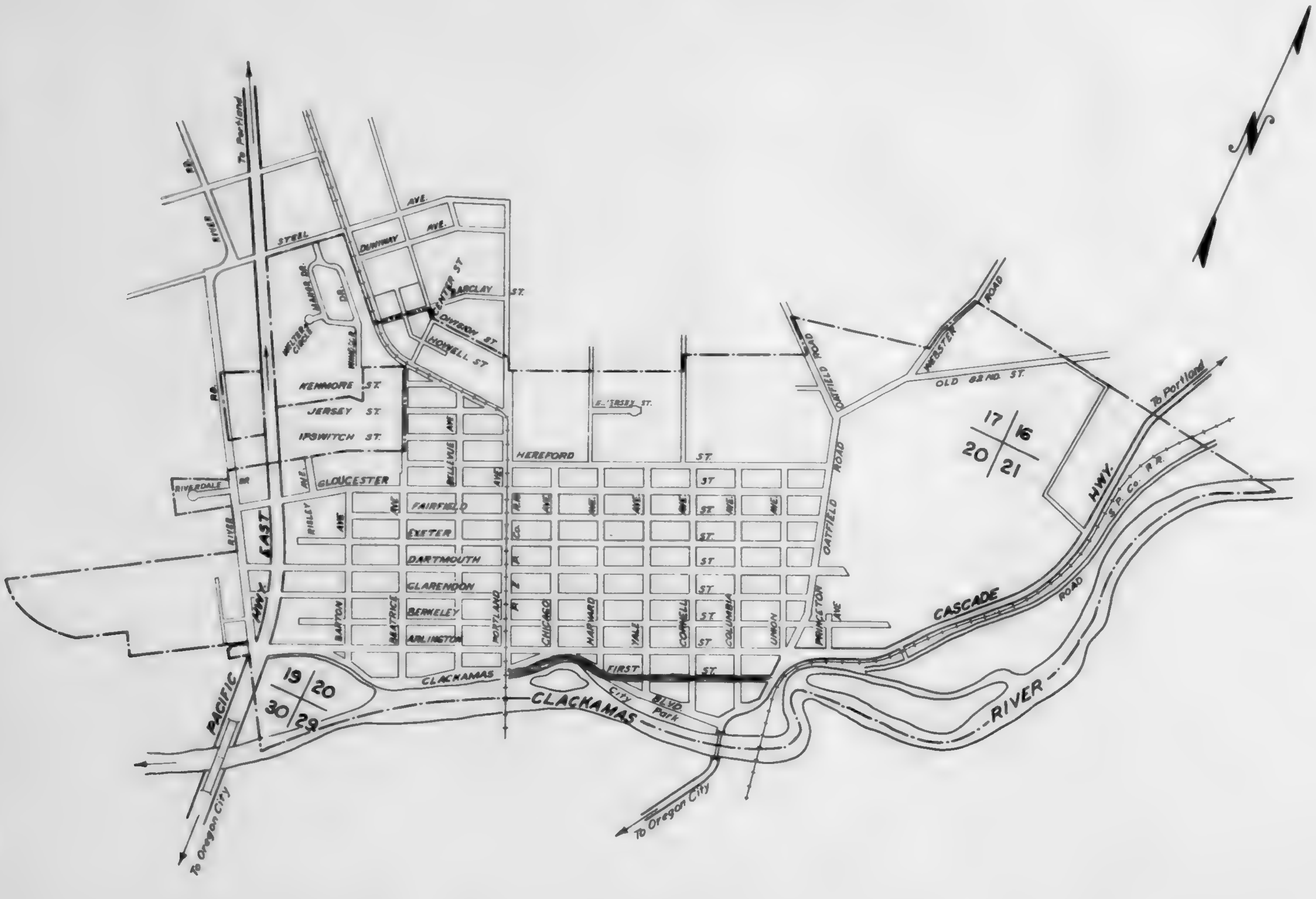
Bernice Marlow
City Recorder

GLADSTONE

Scale in feet

0 800 1600 2400

T. 2 S., R. 2 E., W.M.



9-2-49
Rev 2-7-56

NOTED
[illegible] JONES

NOTED
Harold C. Ayers

November 7, 1956

Mr. Leonard A. Strobel
City Superintendent
City Hall
Gladstone, Oregon

[illegible]
J. F. [illegible]

Dear Sir:

I regret to inform you that Mr. Cattrall was fatally stricken with a heart attack on October 16th. I am therefore replying to your letter of November 1st which was addressed to him.

Enclosed are two copies of a resolution form to be used in making application for aid under the legislative act creating the annual $250,000 Special City Allotment fund. Please fill out the enclosed resolution, have it adopted by the city, and return one signed copy to this office.

The application will be investigated and presented to the Highway Commission for consideration in programing the allocation of the 1958 fund; however, in order to be eligible for consideration in the 1958 program, the application must be received in this office on or before August 1, 1957. An early submission of the application would be appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

NOTED
JOHN D. GRAHAM

Clarence G. Swenson
Engineer, County and City Relations

Encl.

CITY OF GLADSTONE
GLADSTONE, OREGON

November 1, 1956

John W. Cattrall, Engineer
County & City Relations,
c/o Oregon State Highway Department,
Salem, Oregon

Dear Mr Cattrall:

Please send the necessary papers for making application for aid under the $250,000 Special City Allotment Fund.

We are planning to improve First Street from 82nd Avenue to Clackamas Boulevard.

Yours very truly,

CITY OF GLADSTONE

Leonard A. Strobel

Leonard A. Strobel
City Superintendent

RECEIVED
NOV -2 1956
[illegible]

330-1716 Hermiston (Orchard Ave. 1958
& Maple Ave.) Sec.
#5203 (Stone Base & Paving)

Sp. St Tax Street Fund 117

3.

RECEIVED
B 19 1959
FOR FILING

W. C. Williams

A

NOTE
W. C. WILLIAMS

February 5, 1959

FINAL COST ANALYSIS

Hermiston (Orchard Ave. & Maple Ave.)
Contract No. 5203

Stone Base & Paving
Russell Olson Construction Co.
Resident Engineer: C.C. McKinney

City Street
Prefix No. 330-1716

330-1716
5203

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Haul & Place 1-1/2"-0 Mat'l in Base	2,195	Cu.Yd.	1.50	2.03	4,467.22	3,292.50
3/4"-0 Material in Base	680	Cu.Yd.	3.50	3.92	2,670.21	2,380.00
Sprinkling	117.8	M-Gal.	3.00	1.63	192.40	353.40
3/4"-0 Mat'l in Binder Course	75	Cu.Yd.	5.00	5.52	414.52	375.00
MC-2 Asphalt	13.76	Ton	60.00	44.22	608.53	825.60
Class "B" Asphaltic Contrete	1,654.1	Ton	9.50	9.05	14,980.35	15,713.95
					$ 23,333.23	$ 22,940.45

Gross Revenue	$ 22,940.45
Total Cost	23,333.23
Net Loss	$ 392.78

Net Loss equals 1.71% of Gross Revenue

RECEIVED
FEB 16 1959
OFFICE OF
STATE HIGHWAY ENGINEER

DETAIL OF COST

Labor:				
Labor and Supervision			$ 5,783.42	
Labor Insurance and Health & Welfare			442.15	$ 6,225.57
Equipment Rental and Miscellaneous Supplies:				
Equipment Rental, Owned			1,494.16	
Equipment Rental, Hired			3,773.53	
Gas, Oil, and Grease			1,422.76	
Fuel Oil (A.C. Plant)	2,480 Gals.	@ $0.135	336.00	
Freight on Asphalt			1,024.60	
Small Tools and Misc. Supplies			296.45	
Bond			188.94	
Home Office and General Overhead			688.22	9,224.66
Materials:				
MC-2 Asphalt	13.76 Ton	@ $24.89	342.50	
85-100 Asphalt	99 Ton	@ $27.50	2,722.50	
3/4"-0 Cr. Rock	755 Cu.Yd.	@ $2.00	1,510.00	
Aggregate for A.C.	1,654 Ton	@ $2.00	3,308.00	7,883.00
				$ 23,333.23

Remarks:

This was a "State Project" consisting of the construction of 0.40 mile of stone base, involving 2,195 cubic yards of State-furnished materials; the construction of 0.40 mile of stone leveling course, involving 755 cubic yards of crushed materials; and the construction of 0.40 mile of asphaltic concrete pavement, involving 1,654.1 tons of asphaltic concrete on Orchard Avenue and Maple Avenue in the City of Hermiston in Umatilla County.

This project was bid on May 8th and awarded May 23, 1958. The project was completed July 2, 1958.

The contractor began working on this project, June 18, 1958, hauling and placing 1-1/2"-0 base material using a 977 Traxcavator to load four 5-cubic yard and three 10-cubic yard dump truck hauling units. 1-1/2"-0 crushed base material was obtained from a state-controlled (city owned) stockpile .5 mile south of M.P. 183.3 on the Columbia River Highway. The placing of the base was completed in three days.

The leveling course and binder course was placed and completed on Monday, June 23rd. The asphalt mixing plant was being assembled, near the Umatilla Ready-Mix Company plant, the same week.

The placing of the asphaltic concrete pavement was started Monday, June 30th. The asphaltic concrete mixture was hauled 6.1 miles from the plant set up at Umatilla. The pavement was completed on Wednesday, July 2, 1958.

The contractor lost money on this project and this was due mostly to the time element taken to do the job. It should be noted that time actually consumed in construction was less than one third the time from start to finish. During this three week period of no work, equipment rental was paid on a 977 Traxcavator and a three wheel roller at a weekly rate whether the equipment was used or not.

The 977 Traxcavator was charged against placing rock materials and asphalt, and the roller against rock materials only. The rental on the 977 was $416.66 per week and the roller at $225.00 per week. The total rental on the 977 was $1,200.00 and the roller $450.00. Had the charges been prorated according to operating time and idle time, then the items showing a loss, would have shown a profit.

It is my opinion that this project would have been within the bid prices had the above situation accured.

M.N. Juve
Chief Cost Analyst

By

G.K. Hanson

Form A-150—10M—6-58

INVOICE

Oregon State Highway Department

SALEM, OREGON

City of Hermiston
Hermiston, Oregon

RECEIVED
JAN 16 1959
ENGINEER
COUNTY & CITY RELATIONS

Invoice No. 59017

Date January 15, 1959

Your Req. No.

Billing Request No. OS 463

Credit Distribution 930-1716-295

Final billing: City share of total cost of Orchard Avenue Basing and paving project, covered by agreement dated April 23, 1958.

	Advance Deposit	8,700.00
Total Cost as per attached	25,263.00	
Less Agreed State Share	20,000.00	
Agreed City Share		5,263.00
	To be Refunded	$3,437.00

ACKNOWLEDGMENT OF BILLING [illegible]

State Printing 13107

NOTED
[illegible]

January 15, 1959

NOTED
John F. Hagemann

Mrs. Mathilda Russell
City Recorder
Hermiston, Oregon

Dear Mrs. Russell:

Final costs on the Special City Allotment Project on Orchard Avenue are now available, and as shown on the attached statement, the City's share of the total cost is $5,263.00.

As the City has made an advance deposit in the amount of $8,700.00, a refund of $3,437.00 is due the City. A check in this amount will be forwarded by our Accounting Division within the next few days.

Very truly yours,

W. C. Williams
State Highway Engineer

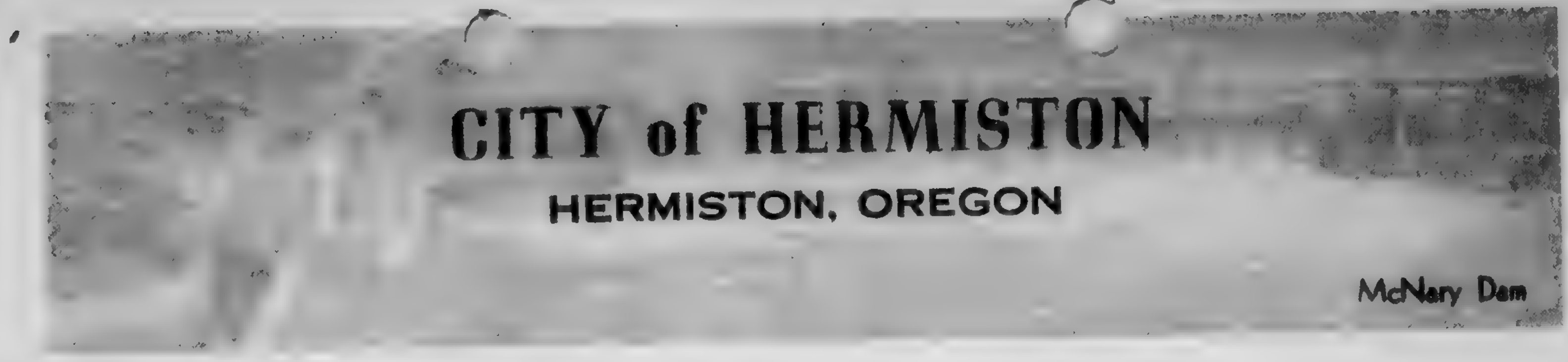
By

C. G. Swenson
Engineer, County & City Relations

HCA:cg
Att.

NOTED
[illegible]

NOTED
C. G. SWENSON



CITY of HERMISTON
HERMISTON, OREGON

OFFICE OF THE:

January 10, 1959

Mr. Harold C. Ayers, Engineer
County and City Relations
State Highway Department
Salem, Oregon

Dear Sir:

It was our understanding from Mr. Palmer, that since the work on Orchard Avenue, Contract No. 5203, which was completed on July 2, 1958, was somewhat shortened there would be a refund of some of the $8700.00 participation by Hermiston.

As I am trying to set up costs on this project and have held this amount open, I would appreciate a statement of final costs, such as was received at the close of the Contract No. 4738, also paving on Orchard Avenue.

Yours very truly,

Mathilda Russell
City Recorder

P.S. Orchard Avenue is a beautiful job and the City of Hermiston is very proud of it!

RECEIVED
JAN 13 1959

RECEIVED
1958
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 11, 1958

[illegible]			
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5203	2 Final	Russell Olson Construction Co. Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17940	H219837	$ 1,891.20	8-11-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **45 workdays from June 2, 1958**

Time Extensions: **None**

Completion Date: **July 2, 1958**

Date Accepted: **July 31, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Aug. 11, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Floyd Query
By Floyd Query
Assistant Secretary

Warrant Mailed: AUG 11 1958
GRW

NOTED ON CARD
em

RECEIVED
JUL [illegible] 1958
FOR FILING

[illegible]

A1

A

July 30, 1958

Glens Falls Insurance Co.
Pacific Coast Department
6th Floor, Mills Tower
San Francisco, California

Gentlemen:

State Highway Contract No. 5203 for work performed on Orchard Avenue and Maple Avenue in Hermiston in Umatilla County was completed by the contractor, Russell Olson Construction Co., Inc., Pendleton, on July 2, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $1,891.20 will be released to the contractor after acceptance by the Commission. The total contract amount is $22,940.45, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc Penland-Williamson Agency
Pendleton, Oregon

Noted in
[illegible]

Form E-1—10M—12-56

330-1716

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 11, 1958

Section Hermiston (Orchard Ave & Maple Ave)
Kind of work Stone Base & Paving
Highway City Street County Umatilla
Section prefix 330-1716
Contractor Russell Olson Construction Co Inc.
Contract number 5203
Date of contract May 23, 1958, 19
Specified work days 45
Date work started June 18, 1958, 19
Work days used 8
Project authorization . . . . . $ 28,453.50
Exclusive of engineering . . . . $ 26,430.14
Per cent of time elapsed 17.8 %
Estimated cost of completed project, exclusive of engineering . . . . $ 22,940.45
Estimated per cent [redacted] or underrun . . . . 12.9 %
Per cent of contract completed, based on total contract price . . . . 100 %
Engineering authorization . . . . $ 2,023.36
Engineering cost to date $ 1832.00, 90.5 %
Date project was completed July 2, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The project work was completed on July 2 and final cleanup on July 7.

Semi-Final Estimate was forwarded July 11, 1958.

CONSTRUCTION DIVISION
RECEIVED
JUL 14 1958
NOTED-- CE ACE ACE COE

Noted
M. N. Lowe

Signed E. C. McKinney
Address P.O. Box 542 Hermiston, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing 134

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0,356			0.356
Miles partially completed					
Miles completed		0.356			0.356
Total estimated quantities (contract)		3570		14 Tons	1770 Tons
Total quantities corrected to date		2875		13.76 Tons	1654.1 Tons
Estimated quantities moved or placed to date		2875		13.76 Tons	1654.1 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men	2
Supervision	
Men and trucks under 3 tons	
Men and trucks over 3 tons	1
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday			

RECEIVED
FORM E-123 5M 4-50

FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

[illegible]

5203

June 17, 1958

Russell Olson Construction Co., Inc.
144 S. E. 1st
Pendleton, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5203, awarded May 23, 1958
for stone base and paving on the
Hermiston (Orchard Ave. and Maple Ave.)
Section in Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 27 1958
FOR FILING

FORM E-30X—50,000—10-54—79484

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25, 1958

SUBJECT: Hermiston (Orchard Avenue
and Maple Avenue) Section

To: Mr. S. H. Probert
Office Engineer
OFFICE

An advance deposit in the amount of $700 has been received from the city of Hermiston on subject project.

This project is now ready for the award of contract.

C. H. Swenson
C. H. Swenson
Engineer, County and City Relations

cc Mr. G. S. Paxson

NOTED
G. S. PAXSON

RECEIVED
STATE HIGHWAY ENGINEER

RECEIVED
MAY 26 1958
FOR FILING

230-1216

5203

May 23, 1958

Russell Olson Construction Co., Inc.
P. O. Box 272
Pendleton, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, accepted your proposal for stone base and paving the Hermiston (Orchard and Maple Avenues) Section on Orchard Avenue and Maple Avenue, in Umatilla County for the sum of $25,192.00 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5203.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards,
Daily Journal of Commerce

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

May 23, 1958

Russell Olson Construction Co., Inc.
P. O. Box 272
Pendleton, Oregon

Contract for stone base and paving Hermiston (Orchard and Maple Ave.) Section on Orchard Avenue and Maple Avenue, Umatilla County for which you submitted low bid on May 8, 1958, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Confirmation
Accounting (5803-900)
Files ✓
C. W. Head

P

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MAY [illegible] 1958
FOR FILING

[illegible]

5200

May 13, 1958

Mathilde Russell, City Recorder
City Hall
Hermiston, Oregon

Dear Miss Russell:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Hermiston covering the Special City Allotment project on Orchard and Maple Avenues in Hermiston.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

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5206

Salem, Oregon
May 13, 1958 Special C. St. Fund #117

$250,000 Fund (1958) Project
City of Hermiston

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached is a conformed copy of an agreement with the City of Hermiston covering the Special City Allotment project on Orchard and Maple Avenues in Hermiston.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Hermiston, Oregon

Secretary

rn
Attach: 1

FORM E-30 20M 8-57—6663

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1958

SUBJECT: $250,000 Fund (1958) Project
City of Hermiston

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Orchard and Maple Avenues in Hermiston. Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved by the Commission December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
G S Paxson
ASST. STATE HIGHWAY ENGINEER
Date May 2, 1958

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-5-57 Minute Page 37
Secretary

RECEIVED
MAY 1 1958
OFFICE OF
STATE HIGHWAY ENGINEER

4-23-58

ORDINANCE NO. 383

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF Hermiston, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF Orchard Avenue from 6th Street to Maple Avenue, and Maple Avenue from Orchard Avenue to Old Oregon Trail Highwy - a distance of approximately 0.40 mile. AND DECLARING AN EMERGENCY.

Whereas the City of Hermiston, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision or ORS 366.800 and 366.805, and,

Whereas the State Highway Commission has accepted such application for the improvement of Orchard Avenue from 6th Street to Maple Avenue, and Maple Avenue from Orchard Avenue to Old Oregon Trail Highway a distance of approximately 0.40 mile, and,

Whereas in the form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $20,000 and the City of Hermiston to pay all cost in excess of $20,000, the City of Hermiston does ordain as follows:

Section 1. That certain form of agreement hereinabove referred to be entered into by the City of Hermiston, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Orchard Avenue from 6th Street to Maple Avenue, and Maple Avenue from Orchard Avenue to Old Oregon Trail Highway - a distance of approximately 0.40 mile and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the spring and summer of 1958 when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Hermiston, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorised by the Charter dated Nov. 3, 1954.

AYES 8

NAYES 0

Submitted to and approved by the Mayor the 23rd day of April, 1958

By ____________
Mayor

ATTEST:

____
City Recorder

CITY of HERMISTON
HERMISTON, OREGON

OFFICE OF THE:

October 17, 1957

Mr. Harold Ayers
Oregon State Highway Commission
Salem, Oregon

Re: Orchard Avenue Paving

Dear Mr. Ayers:

The common council of the City of Hermiston in its regular meeting of September 25, 1957 instructed me to notify you that the City will perform the following phases of construction in paving Orchard Avenue beginning at the east boundry of Sixth Street and continuing to the west boundry of Oregon State Highway #32, a distance of 1800 feet, namely:

Install Curbs
Install adequate drainage (storm sewer)
Prepare and establish sub-grade and furnish 1½" minus crushed rock conforming with Oregon State Highway Commission specifications.

If there is additional information required, please write or call me collect.

Yours Very Truly

Eugene F. Palmer

Eugene F. Palmer
Supt. of Public Works

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OCT 18 1957
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RECEIVED
OCT 18 1957
OREGON
STATE HIGHWAY COMMISSION

$250,000 1958 — Hermiston — 4-16-57

With E. F. Palmer made investigation of a portion of Orchard Avenue and Maple Avenue, this section is receiving excessive wear due to heavy increase in population in the area, and is in poor condition.

Mr. Palmer stated that City would grade, drain and construct curbs on this project, and asked that the State place base, leveling course and asphaltic concrete pavement 38' width.

Believe we can recommend a project on Orchard Ave from W. 6th Street to Maple Street; Maple Street from Orchard Ave. to Old Oregon Trail Highway a distance of approximately 0.40 mile.

H. C. Ayers

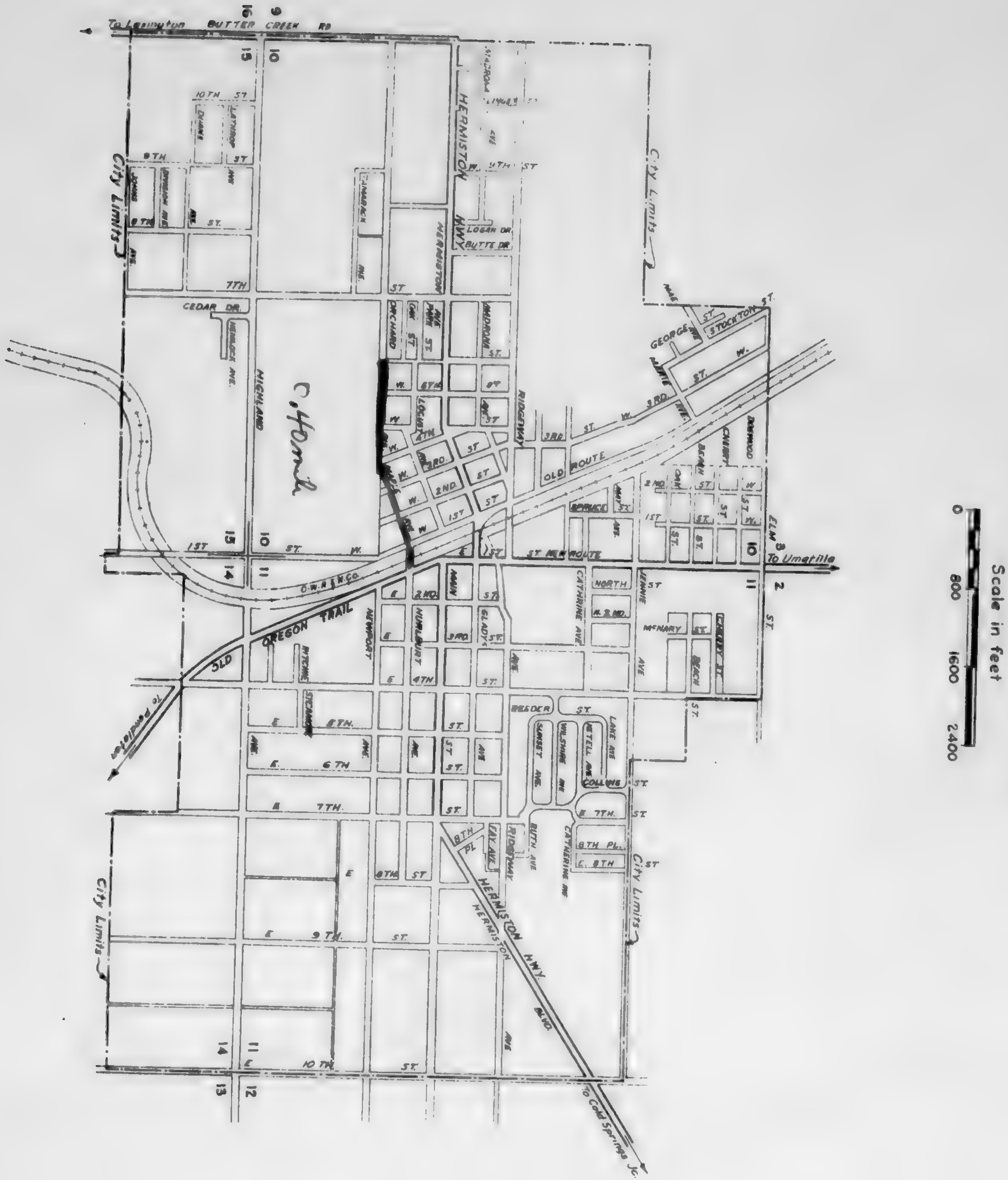
9-9-57

Asked E. F. Palmer to send letter re city share of work + funds. He promised it immediately

1

E. J. Palmer ⑮

HERMISTON



Rev. 6-2-52

~~'58 – 250,000 Fund~~ Hermiston $25,000 1958 Fund

Preliminary Estimate

Orchard Ave. from 6th St to Maple St; Maple Street from Orchard Ave to Old Oregon Trail Highway, a distance of approximately 0.40 miles

Place 8" of base rock; 1½" leveling course & 3" asphaltic concrete pavement 38' in width.

(City to grade, construct drainage, place curbs and furnish base rock prior to State project)

		$	$
Haul and place base rock	2750 cu yds	1.50	4125.00
¾"–0 in leveling course	500 cu yds	3.00	1500.00
Sprinkling	70 M gal	4.00	280.00
Class B asphaltic concrete	1600 tons	9.50	15200.00
			$21,105.00
			2638.13
			200.00
			$23,943.13

$23,950.00

3-7-57

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Hermiston is an incorporated city of the State of Oregon, and has a population of 4495, as given by the latest official census, and

WHEREAS, the following streets of said city, Orchard Avenue

Form cc-50 (1953 Rev.)
Special City Allotment

beginning at a point on the center line of West 6th Street

and continuing East to South 1st street, a distance of approximately

1800 feet.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

Orchard Avenue beginning at a point on the center line of West

6th Street and continuing East to South 1st street, a distance

of approximately 1800 feet,

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Hermiston does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Mr. E. F. Palmer as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 27th day of March, 19 57.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

--------- ---------

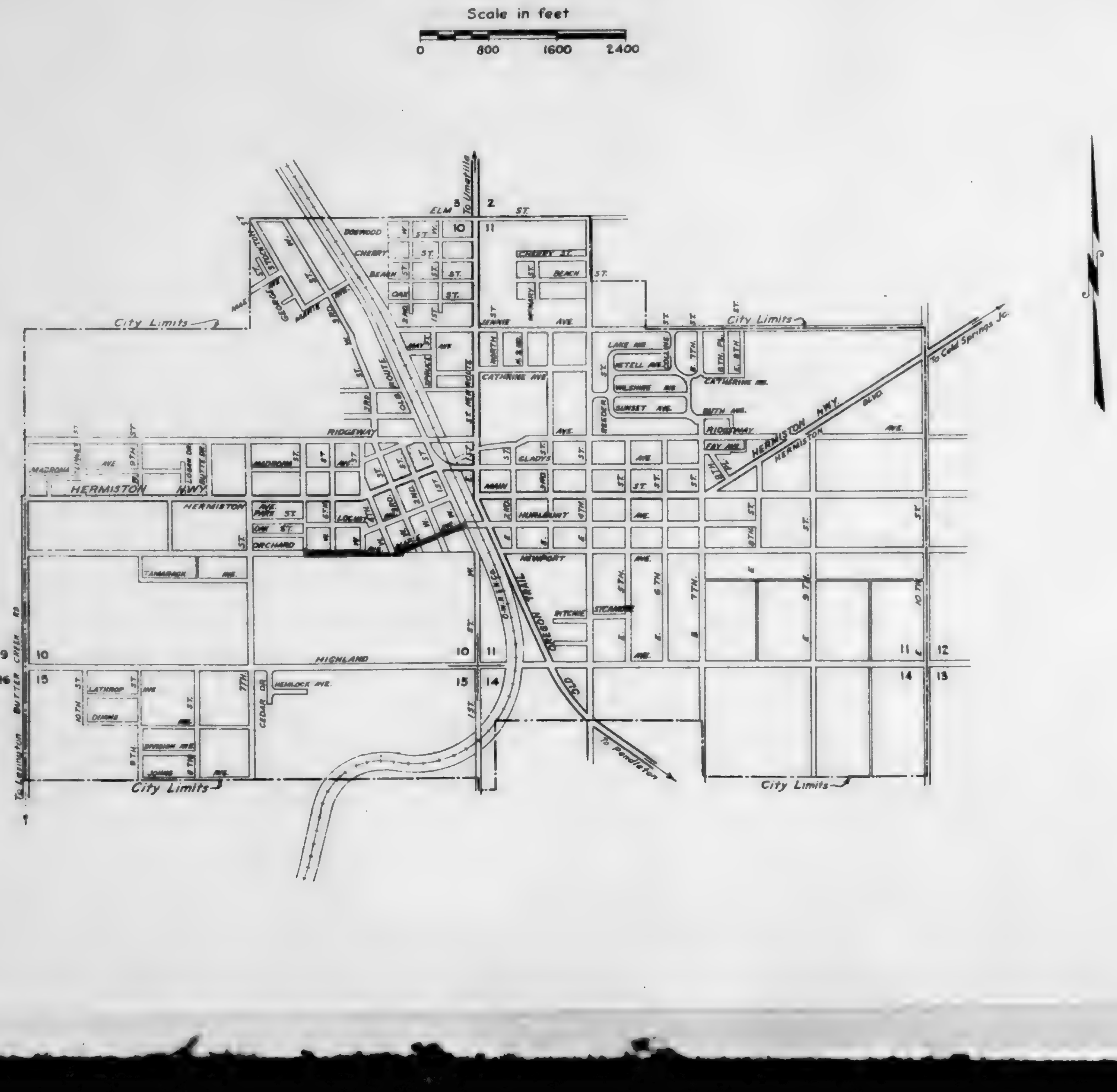
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Hermiston at a regular or special meeting of said Council, held on the 27th day of March, 19 57, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 1st day of April, 19 57.

Mathilda Russell
City Recorder

Form cc-50 (1953 Rev.)

HERMISTON



Rev. 4-2-62

BF-124(13) Burnt Hill-Hooskanaden 1958
Cr. Sec. of Oregon Coast
#5204 Hwy. (Grading)

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5204

April 8, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

As requested, we furnish herewith the volumes of slides and the methods used in paying for their removal, also, the amounts that were provided for slide removal in the original project authorizations on these projects between Burnt Hill and Brookings on the coast highway in Curry County.

Those of us familiar with the Oregon coast terrain and climate know that many sectors of it are potential slide areas. We, also, know that while it is possible to predict that slides are likely to occur, to attempt to estimate the size, exact location and frequency of occurrence of possible slides is a matter of speculation. Because conditions causing and having to do with such situations are so variable, it is virtually impossible for a contractor to intelligently bid on slide correction or removal before the slide takes place. For this reason, this department has always avoided using a contract bid item for slide removal in conjunction with grading contracts. Such practice would require contractors to bid blind and would increase the cost to the public.

On these contracts where slides are likely to occur, funds are provided in the original project authorization for removal and correction. We then rely on Section 1.4.6 of our Standard Specifications, which in effect states that when necessary work in connection with a contract is encountered and for which the contract bid prices do not apply; that the extra work shall be done at prices agreed on between the contractor and the state highway engineer. If it is not possible to agree on a satisfactory price, the work may be ordered by the engineer to be performed on a force-account basis. These procedures were all followed on the section between Burnt Hill and Brookings.

The details as to slide removal on the four projects involved are as follows:

BF 124(11), Contract No. 5094, Cape Ferrelo-Brookings Section. 4.16 miles grading. Original project authorization $1,354,078.13 $100,000.00 was provided in the original project authorization for the removal of slides. Slide removal on this contract was handled by Price Agreement No. 6 which consisted of three items:

Slide Excavation	222,658.3	cu. yds. at	$0.41	$91,289.90
Overhaul	603,010	yd. stas. at	0.01	6,030.10
Long Overhaul	5,360	C-yd. stas. at	0.50	2,680.00
		Total		$100,000.00

In this case, the unit prices bid for slide removal and haul are identical with the contract bid prices for general excavation and haul. Due to difficulty in trying to separate overhaul quantities on slide excavation from overhaul quantities on general excavation, the above haul quantities are approximate only.

BF 124(12), Contract No. 5137, Thomas Creek-Cape Ferrelo Section. 3.93 miles grading. Original project authorization $2,082,916.13 $150,000.00 was provided in the original authorization for the removal of slides. Slide removal was handled by a combination of force account work and work under price agreement. The slides were in such condition that the contractor could not excavate and haul the material with his equipment without considerable preparatory work. The preparation consisted of clearing operations in the slide area and breaking down the entire slide (which was largely dozer work) so that it could be loaded and hauled with the available equipment. The preparation was handled by E&O No. 3 on a force account basis and the final cost was $35,000.77. The slide was then excavated and hauled to embankment by Price Agreement No. 2 which consisted of the following three items:

Slide Excavation	201,693.4	cu. yds. at	$0.34	$68,575.76
Overhaul	851,960	yds. stas. at	0.004	3,407.84
Long Overhaul	2,541	C-yd. stas. at	0.40	1,016.40
		Total		$73,000.00

The unit prices in the price agreement are the same as those bid for general excavation and haul in the contract.

BF 124(13), Contract No. 5204, Burnt Hill-Hooskanaden Creek Section. 3.55 miles grading. Original project authorization $1,721,790.44 $150,000.00 was provided in the original authorization for the removal of slides.

Slide removal on this project was handled in the same manner as EF 124(12). The breakdown of the slide area, extra clearing and resloping of cutbanks was done under EWO No. 3 on a force account basis for a cost of $48,760.17. The slide removal was done on a price agreement with no charge for haul in this case.

Slide Excavation	422,036.9	cu. yds.	at	$0.30	$126,611.07

The unit price of $0.30 is the same as bid for general excavation in the contract.

EF 124(14), Contract No. 5243, Hooskanaden Creek-Thomas Creek Section. 3.21 miles grading. Original project authorization $3,265,588.13. $300,000.00 was provided in the original authorization for the removal of slides. Slide removal on this project is handled in the same manner as EF 124(12) and EF 124(13). Breakdown of slide areas and extra clearing was done under EWO No. 2 and No. 3 on a force account basis for a cost to date of $32,081.39. The slide removal is being done under Price Agreement No. 2, the estimated amounts being:

Slide Excavation	400,000	cu. yds.	at	$0.38	$152,000.00
Overhaul	400,000	yd. stas.	at	0.01	4,000.00
Long Overhaul	2,500	C-yd. stas.	at	0.40	1,000.00
				Total	$157,000.00

As this contract is not completed, we can furnish estimated quantities only.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw
[illegible]

cc. Forrest Cooper
Tom Edwards

RECEIVED FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 14, 1960

BF 124([illegible])

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5204	17 Final	Peter Kiewit Sons' Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
32684	147537	$ 19,387.11	1-14-60

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 220 workdays from June 2, 1958

Time Extensions: None of record

Completion Date: August 21, 1959

Date Accepted: September 24, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: January 14, 1960

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: JAN 15 1960
GC

NOTED ON CARD
GC

RECEIVED

OTED
W. C. WILLIAMS

A

January 12, 1960

Burnt Hill-Hooskanaden Cr.
Contract No. 5204

[illegible]

FINAL COST ANALYSIS
Grading
Contractor: Peter Kiewit Son's Co.
Resident Engineer: G.A. Barnhart

Oregon Coast Hwy.
Prefix 8-1030-201(41)

Item 5204	Quanity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	122,000.00	58,603.78	58,603.78	122,000.00
Drainage Excav., Unclass.	11,040.4	Cu. Yd.	2.95	1.38	15,277.76	32,569.18
Embank. Foun. Excav., Unclass.	62,941.6	Cu. Yd.	0.35	0.21	13,550.81	22,029.56
General Excav., Unclass	1,423,372.3	Cu. Yd.	0.30	0.209	297,257.88	427,011.69
Short Overhaul	5,483,196	Yd. Sta.	0.01	0.007	38,170.45	54,831.96
Long Overhaul	53,065	C-Yd. Sta.	0.40	0.279	14,776.17	21,226.00
Tractor-dozer	3,980.5	Hour	13.00	13.79	54,910.55	51,746.50
Power Shovel-dragline	188	Hour	19.00	22.39	4,209.80	3,572.00
Sprinkling	277.5	M-Gal.	1.50	1.46	405.44	416.25
Finishing R.B. & Slopes	3.55	Mile	1,500.00	812.11	2,883.00	5,325.00
Rounding Cutbanks	18,193	Lin. Ft.	0.15	0.104	1,899.73	2,728.95
12" Asb. Prot. C.M.P.	185	Lin. Ft.	4.00	3.35	620.35	740.00
18" Asb. Prot. C.M.P.	1,380	Lin. Ft.	5.20	4.05	5,592.51	7,176.00
24" Asb. Prot. C.M.P.	1,627	Lin. Ft.	7.90	6.22	10,117.81	12,853.30
24" Asb. Prot. C.M.P. 12 ga.	265	Lin. Ft.	10.00	7.89	2,092.78	2,650.00
30" Asb. Prot. C.M.P. 12 ga.	142	Lin. Ft.	12.50	10.12	1,436.79	1,775.00
36" Asb. Prot. C.M.P.	517	Lin. Ft.	15.00	11.84	6,124.07	7,755.00
36" Asb. Prot. C.M.P. 10 ga.	192	Lin. Ft.	17.50	14.34	2,754.32	3,360.00
42" Asb. Prot. C.M.P.	140	Lin. Ft.	17.00	16.43	2,300.97	2,380.00
78" Asb. Prot. C.M.P.	100	Lin. Ft.	46.00	40.22	4,022.13	4,600.00
24" Half-circle C.M.P.	40	Lin. Ft.	4.50	3.60	144.25	180.00
48" Half-Circle C.M.P.	80	Lin. Ft.	11.00	7.95	635.73	880.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
24" Asb. Prot. Spec. C.M.P. Sect.	18	Each	225.00	172.00	3,095.99	4,050.00
42" Asb. Prot. Spec. C.M.P. Sect.	10	Each	450.00	365.81	3,658.17	4,500.00
8" Perf. Metal Dr. Pipe, Unctd.	37,916	Lin. Ft.	2.25	1.28	48,458.71	85,313.00
12" Perf. Metal Dr. Pipe, Unctd.	1,906	Lin. Ft.	3.00	2.25	4,289.16	5,718.00
Sp. Backfill in Drains	6,245.7	Cu. Yd.	5.00	3.60	27,500.86	31,225.00
36" Asb. Prot, Elliptical Inlets	1	Each	150.00	117.80	117.80	150.00
90" Struct. Plate Pipe Sta. 770+55	100%	All	33,000.00	33,924.46	33,924.46	33,000.00
96" Struct. Plate Pipe Sta. 716+35	100%	All	53,000.00	53,554.84	53,554.84	53,000.00
96" Struct. Plate Pipe Sta. 716+49	100%	All	53,000.00	53,420.71	53,420.71	53,000.00
96" Struct. Plate Pipe Sta. 811+15	100%	All	44,000.00	42,819.84	42,819.84	44,000.00
96" Struct. Plate Pipe Sta. 811+33	100%	All	44,000.00	42,406.72	42,406.72	44,000.00
Class "A" Concrete	304.37	Cu. Yd.	68.00	94.67	28,815.42	20,697.16
Metal Reinforcement	68,557	Lb.	0.125	0.122	8,382.11	8,569.63
Type 2 Fence	1,805	Rod	6.50	6.82	12,598.99	11,732.50
14' x 48" Metal Gate	10	Each	85.00	76.53	772.13	850.00
PA#1 DW-21's rental redistributing mat'l in slide area	102	Hour	29.35	29.50	3,009.32	2,993.70
PA#3 Rock Slope Protection	33,694	Cu. Yd.	0.85	1.008	33,981.74	28,639.90
PA#4 Furnish & Install 14 ga. 30" C.M.P.	206	Lin. Ft.	10.35	7.98	1,644.91	2,132.10
PA#5 Cement Adj. in favor of Contractor	16.4	Bbl.	5.56	- -	- -	91.18
PA#6 Slide Removal	422,036.9	Cu. Yd.	0.30	0.209	88,138.43	126,611.07

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
PA#7 Purchase Excess Pipe and Material	100%	All	7,709.89	7,709.89	7,709.89	7,709.89
Force Account					64,556.90	70,055.22
					1,095,643.98	1,425,846.24

Gross Revenue	$ 1,425,846.24
Total Cost	1,095,643.98
Net Profit	$ 330,202.26

Net Profit equals 23.1% of Gross Revenue

DETAIL OF COST - Contract No. 5204

Labor:					
Labor				$ 332,434.56	
Labor Insurance				27,177.81	
Health and Welfare				9,193.00	
Pension				126.04	$ 368,931.41
Materials:					
12" Asb.Prot.C.M.P.	185 Lin.Ft.	@	$2.33	431.05	
12" Asb.Prot.C.M.Bands	10 Each	@	$2.33	23.30	
18" Asb.Prot.C.M.P.	1,380 Lin.Ft.	@	$3.24	4,471.20	
18" Asb.Prot.C.M.Bands	42 Each	@	$3.24	136.73	
24" Asb.Prot.C.M.P.	1,627 Lin.Ft.	@	$5.09	8,281.43	
24" Asb.Prot.C.M.Bands	166 Each	@	$5.09	844.94	
24" Asb.Prot.C.M.P. 12 ga.	265 Lin.Ft.	@	$6.87	1,820.55	
24" Asb.Prot.C.M.Bands	11 Each	@	$6.87	75.57	
30" Asb.Prot.C.M.P. 12 ga.	142 Lin.Ft.	@	$8.37	1,196.91	
30" Asb.Prot.C.M.Bands	4 Each	@	$8.37	33.48	
36" Asb.Prot.C.M.P.	517 Lin.Ft.	@	$10.00	5,170.00	
36" Asb.Prot.C.M.Bands	32 Each	@	$10.00	320.00	
36" Asb.Prot.C.M.P. 10 ga.	192 Lin.Ft.	@	$12.61	2,421.12	
36" Asb.Prot.C.M.Bands	8 Each	@	$12.61	100.88	
42" Asb.Prot.C.M.P.	140 Lin.Ft.	@	$11.85	1,659.00	
42" Asb.Prot.C.M.Bands	9 Each	@	$11.85	106.65	
78" Asb.Prot.C.M.P.	100 Lin.Ft.	@	$34.37	3,437.00	
78" Asb.Prot.C.M. Bands	4 Each	@	$68.74	274.96	
24" Half Circle C.M.P.	40 Lin.Ft.	@	$2.62	104.80	
48" Half Circle C.M.P.	80 Lin.Ft.	@	$6.96	556.80	
24" Asb.Prot.Spec.C.M.P.Sec.	18 Each	@	$129.98	2,339.64	
42" Asb.Prot.Spec.C.M.P.Sec.	10 Each	@	$290.80	2,908.00	
8" Perf.Metal Dr.Pipe, Untd.	37,916 Lin.Ft.	@	$1.02	38,674.32	
8" Perf.Metal Dr.Bands	759 Each	@	$1.22	925.98	
12" Perf.Metal Dr.Pipe, Unctd.	1,906 Lin.Ft.	@	$1.76	3,354.56	
12" Perf.Metal Dr.Bands	176 Each	@	$1.83	322.08	
36" Elliptical Inlets	1 Each	@	$95.04	95.04	
90" Struct.Plate Pipe, Sta.770+55				25,022.00	
96" Struct.Plate Pipe, Sta.716+31				41,818.00	
96" Struct.Plate Pipe, Sta.716+49				41,818.00	
96" Struct.Plate Pipe, Sta.811+15				34,165.50	
96" Struct.Plate Pipe, Sta.811+33				34,165.50	
Strutting Lumber				2,122.00	
Class "A" Concrete	304.37 Cu.Yd.	@	$20.72	6,308.00	
Form Lumber, Etc.				1,650.00	
Screening Backfill Aggreg.	2,500 Cu.Yd.	@	$0.63	1,575.88	
Metal Reinforcement	68,557 Lbs.	@	$0.9475	6,495.77	

DETAIL OF COST - Contract No. 5204

Materials Cont'd:				
Barbed Wire	64 Rolls	@ $8.94	572.16	
Brace Posts	311 Each	@ $7.82	2,432.02	
Line Posts	1,269 Each	@ $0.9786	1,241.84	
Woven Wire	91 Rolls	@ $18.82	1,726.62	
Sacked Cement	50 Sacks	@ $1.50	75.00	
14' x 48" Gate	10 Each	@ $29.75	297.50	
30" C.M.P. 10 ga.	206 Lin. Ft.	@ $6.21	1,279.26	
30" C.M. Bands	19 Each	@ $6.21	117.99	
8" Perf. Metal Dr. Pipe	63 Lin. Ft.	@ $0.9996	62.98	
8" Helcor Bands	104 Each	@ $1.1955	124.34	
12" Perf. Metal Dr. Pipe	10 Lin. Ft.	@ $1.725	17.25	
12" Helcor Bands	5 Each	@ $1.794	8.97	
18" Asb. Prot. C.M.P.	6 Lin. Ft.	@ $3.175	19.05	
18" Asb. Prot. C.M. Bands	4 Each	@ $3.175	12.70	
24" Asb. Prot. C.M.P.	698 Lin. Ft.	@ $4.988	3,481.77	
24" Asb. Prot. C.M. Bands	53 Each	@ $4.988	264.38	
24" Asb. Prot. Spec. C.M.P. Sec.	10 Each	@ $127.38	1,273.80	
30" Bands	1 Each	@ $6.04	6.09	
36" Asb. Prot. C.M.P.	82 Lin. Ft.	@ $9.80	803.60	
36" Asb. Prot. C.M. Bands	8 Each	@ $9.80	78.40	
42" Bands	2 Each	@ $11.615	23.23	
Studded Tee Posts	28 Each	@ $0.9589	26.85	
Brace Posts	176 Each	@ $7.6635	1,348.79	
Barbed Wire	18 Rolls	@ $8.76	157.69	
Life Jacket			31.25	
Rope			21.40	
Fire Hose			187.50	
Choker			34.24	
Miscellaneous Corr. Metal Pipe			531.00	
Multiplate Sheet and Bolts			5,220.84	296,705.24
Equipment Rental and Miscellaneous Supplies:				
Equipment Rental, Owned			236,616.74	
Equipment Rental, Hired			47,382.68	
Gas, Oil, and Grease			46,397.00	
Bond			6,174.00	
Powder and Caps			4,001.78	
P.L. and P.D. Insurance			2,491.82	
Drill Steel Purchased			198.00	
Small Tools			3,259.00	
Move in Freight			12,194.00	
Home Office and General Overhead			71,292.31	430,007.33
		TOTAL COST		$ 1,095,643.98

Remarks - Contract No. 5204

This was a "Federal Aid Primary Project" located on the Oregon Coast Highway in Curry County. The northerly end of the project was approximately 500 feet west of the existing Oregon Coast Highway and approximately 2.1 miles south of Pistol River. The southerly end of the project was approximately 0.3 miles south of Hooskanaden Creek. The overall length of the project was 3.55 miles.

The work to be done under this contract consisted of the construction of 3.55 miles of highway roadbed and connectinns; the construction of five structural plate culverts; the installation of approximately 30,600 linear feet of perforated metal drain pipe; the construction of approximately 2,100 rods of type 2 right-of-way fence; and the performance of such additional and incidental work as was called for in the specifications and plans.

The project was bid by Peter Kiewit Sons' Company on April 17, 1958 and awarded to them on May 23, 1958. The contractor began work on the project May 19, 1958 and completed the project on August 21, 1959. The final estimate was dated December 7, 1959.

On May 19, 1958, the contractor moved in three D8 caterpillar tractors with bulldozers, two power saws and a crew of ten men and began clearing in the slide area. As more equipment arrived on the project, the crew was increased to five caterpillar tractors with bulldozers and a crew of fifteen men. This work progressed well and was completed during the week ending September 12, 1958 after being shut down for five weeks by a labor strike.

During the week ending June 6, 1958, the contractor began work in the slide digging drain ditches and making exploration cuts searching for sources of water. In this work he used a varying number of D8 caterpillar tractors with bulldozers and a 3/4-cubic yard shovel with a dragline attachment.

On June 16, 1958, the contractor began the grading on the project. In this work he used six DW-21 scraper units, two caterpillar tractor scraper units, six caterpillar tractors with bulldozers, twp #12 caterpillar motor graders and other necessary equipment. The grading progress was good until July 12. 1958 at which time a labor strike closed the project down. The grading was resumed on August 18, 1958 using the same equipment. This work continued until December 5, 1958 at which time wet weather stopped the grading operations.

On August 25, 1958, the contractor began installing the structural plate pipes. In this work he used a crew varying in number of men from seven to twenty, a 600 cfm compressor, two compressed air wrenches, a 3/4-cubic yard shovel with dragline attachment. These pipes were backfilled with a D4 caterpillar and four mechanical tempers. These pipes were located in Burnt Hill Creek and Whiskey Creek. This work was completed during the week ending October 3, 1958 and the fills over the pipes were started as soon as the installation was completed.

Remarks Cont'd. - Contract No. 5204

During the week ending November 7, 1958, the contractor moved two D8 caterpillars with bulldozers into the state controlled borrow area west of station 815 and began stripping it preparatory to drilling and shooting the area from rock for slope protection. On November 10, 1958, the contractor began drilling the rock using a 600 cfm compressor and a wagon drill. The first shot was made during the week ending December 16, 1958 and the second on December 15, 1958.

On December 16, 1958, the contractor began hauling and placing the slope protection. In this work he used a TD-18 tractor with a 3-cubic yard Droitt loader, three 10-cubic yard trucks and two D8 caterpillar tractors with bulldozers. This work was completed on January 14, 1959. Cpmpleting the work, the project was shut down except for some cat work in the slide area on drainage ditches.

On March 9, 1959, the contractor resumed his grading operation using D8 cats with bulldozers. He began operating the cats and scrapers the following week and the Dw-21's and scrapers on April 6, 1959.

On April 6, 1959, he also began installing the final two structural plate pipes at Hooskanaden Creek using a 3/4-cubic yard shovel with dragline boom and a crew of 12 men. This pipe was completed during the week ending May 1, 1959. The backfilling of these pipes was slowed by heavy rains. As soon as theses pipes were backfilled the grading equipment began making this fill. The grading progressed rapidly and was completed during the week ending July 17, 1959.

The contractor began finishing the grade on June 29, 1959 using a cat and can and a #12 blade. On July 13, 1959, another blade was put on finish. He completed the finishing on July 29, 1959.

This completed the work on the grade leaving some minor work to be done in the slide area on the fencing and general clean up. This work was completed on August 21, 1959.

The contractor, having top supervision, good equipment and good bid prices, made an excellent profit.

M. N. Juve
Chief Cost Analyst

By

F. W. Sugnet

A

RECEIVED
DEC 18 1959
FOR FILING

[illegible]

5204

December 17, 1959

Central Surety & Insurance Corp.,
P. O. Box 207
Kansas City 41
Missouri

Gentlemen:

State Highway contract #5204 for grading the Burnt Hill-Hoosknaden Creek Section of Oregon Coast Highway in Curry County was completed by the contractor, Peter Kiewit Sons' Co., on August 21, 1959, and was formally accepted by the Highway Commission on September 24, 1959.

Final payment in the amount of $19,387.11 will be released to the contractor on or after December 28, 1959. The total contract amount is $1,425,846.24, of which amount $70,055.22 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

cc: Central Surety & Insurance Corp.,
C. A. Tomaseene & Sons
1002 Cascade Bldg.,
Portland 4, Oregon

Letter to: American Re-Insurance Co.

RECEIVED
DEC 18 1959
FOR FILING

[illegible]

5204

December 17, 1959

American Re-Insurance Co.,
99 John Street
New York 38
N. Y.

Gentlemen:

State Highway contract #5204 for grading the Burnt Hill-Hooskanaden Creek Section of Oregon Coast Highway in Curry County was completed by the contractor, Peter Kiewit Sons' Co., on August 21, 1959, and was formally accepted by the Highway Commission on September 24, 1959.

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Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Re-Insurance Co.,
C. A. Tomassene & Sons
1002 Cascade Bldg.,
Portland 4, Oregon

Letter to: Central Surety & Insurance Corp.

Form E-1—(Rev.)—

[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October [illegible], 1959

Section Burnt Hill-Hooskanaden Creek

Kind of work Grading

Highway Oregon Coast County Curry

Section prefix 8-1030 BF-124 (13)

Contractor Peter Kiewit Sons' Co.

Contract number [illegible]

Date of ~~contract~~ award May [illegible], 19[illegible]

Specified work days [illegible]

Date work started May [illegible], 19[illegible]

Work days used [illegible]

Project authorization . . . . . $[illegible]

Exclusive of engineering . . . . $[illegible]

Per cent of time elapsed 78.6 %

Estimated cost of completed project, exclusive of engineering . . . . $[illegible]

Estimated per cent ~~overrun~~ or underrun . . . . 7.2 %

Per cent of contract completed, based on estimated cost . . . . 100 %

Engineering authorization . . . . $~~[illegible]~~ 121,727.32

Engineering cost to date $85,000, 69.8 %

Date project was completed ...., 19......

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100				

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate taken to Roseburg on Thursday.

Final report

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
NOV 2 1959
NOTED-- CE ACE ACE COE

Signed Res. Engr.

Address Box [illegible] Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	2.55				
Miles partially completed					
Miles completed	2.55				
Total estimated quantities (contract)	1,620,000				
Total quantities corrected to date	1,493,379.2				
Estimated quantities moved or placed to date	1,493,379.2	- [illegible].08			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

Form E-1—(Rev.)—

3F-124(·5)
5-04

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OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 23 59

Section Burnt Hill - Hooskanaden Creek

Kind of work Grading

Highway Oregon Coast County Curry

Section prefix 8-1030

Contractor Peter Kiewit Sons' Co.

Contract number 5204

Date of ~~contract~~ Award May 23, 19 59

Specified work days 220

Date work started May 19, 19 59

Work days used 173

Project authorization $ 1,711,790.44

Exclusive of engineering $ 1,590,063.12

Per cent of time elapsed 78.6 %

Estimated cost of completed project, exclusive of engineering $ 1,590,063.12

Estimated per cent ~~overrun~~ or underrun 4.7 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 121,727.32

Engineering cost to date $ 84,400, 69.3 %

Date project was completed Aug 21, 19 59

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100				

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Darby and Holland Working on Semi-Finalestimate.

Estimate will be in the last of next week.

CONSTRUCTION DIVISION
RECEIVED
OCT 26 1959
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Signed

Address Box 515 Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.55				
Miles partially completed					
Miles completed	3.55				
Total estimated quantities (contract)	1,680,000				
Total quantities corrected to date	1,423,372.3				
Estimated quantities moved or placed to date	1,423,372.3				
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Rain		
Wednesday	Rain		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

A

RECEIVED
SEP 30 1959
FOR FILING
BF-124(13)
5204

C
O
P
Y

September 29, 1959

Mr. Ivan Breunsbach
Peter Kiewit Sons' Company
Post Office Box 1777
Vancouver, Washington

Dear Mr. Breunsbach:

Reference is made to your request of September 19 concerning retained percentages on Contracts Nos. 5094, 5204 and 5258. Our records show that the retainage on these contracts has been reduced to 3 per cent and amounts to $90,378.49.

The work covered by these contracts was accepted by the Highway Commission on September 24. Preparation of the final estimate quantities is in progress and final payment should be forthcoming in approximately 6 weeks.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Forrest Cooper
Mr. R. L. Porter

RLP:bb ae

September 19, 1959

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Our records indicate that as of September 1, 1959 the total amount of the retained percentages on our Oregon State Highway projects was in excess of $277,000. Of this total, over $162,000 is being retained on Contract Nos. 5094 and 5258, all of which have been accepted as complete by the Department.

We will appreciate it very much if a reduction could be made in the retained percentages on these completed projects pending computation of final quantities. We believe that this may be done under the provisions of Paragraph 1.9.10 of the General Provisions.

Thanking you for past favors and considerations, we are

Yours very truly,

PETER KIEWIT SONS' CO.

By /s/ Ivan W. Breunsbach
Ivan W. Breunsbach

iwb:md
Encl (3)
cc: File

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RECEIVED
SEP 22 1959
FOR FILING
[illegible]
5204

September 22, 1959

Central Surety & Insurance Corp.,
P. O. Box 207
Kansas City 10
Mo.

Gentlemen:

It is the intention of the State Highway Commission to release to Peter Kiewit Sons' Co., a portion of the funds heretofore retained by the Commission on contract #5204 for grading the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County.

This payment, in the amount of $61,292.35, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $43,498.74. The present payment will be released on or after October 2, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Central Surety & Insurance Corp.,
C. A. Tomassene & Sons
1002 Cascade Bldg.,
Portland 4, Oregon

RECEIVED
SEP 22 1959
FOR FILING
BF 124(12)
5204

September 22, 1959

American Re-Insurance Co.,
99 John Street
New York 38
N. Y.

Gentlemen:

It is the intention of the State Highway Commission to release to Peter Kiewit Sons' Co., a portion of the funds heretofore retained by the Commission on contract #5204 for grading the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County.

This payment, in the amount of $61,292.35, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $43,498.74. The present payment will be released on or after October 2, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Re-Insurance Co.,
C. A. Tomaseene & Sons
1002 Cascade Bldg.,
Portland 4, Oregon

RECEIVED
[illegible] 1959
FOR FILING

[illegible]

5204

PETER KIEWIT SONS' CO.
CONTRACTORS
Vancouver, Washington

C
O
P
Y

September 19, 1959

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Our records indicate that as of September 1, 1959 the total amount of the retained percentages on our Oregon State Highway projects was in excess of $277,000. Of this total, over $162,000 is being retained on Contract Nos. 5094, 5204 and 5258, all of which have been accepted as complete by the Department.

We will appreciate it very much if a reduction could be made in the retained percentages on these completed projects pending computation of final quantities. We believe that this may be done under the provisions of Paragraph 1.9.10 of the General Provisions.

Thanking you for past favors and considerations, we are

Yours very truly,

PETER KIEWIT SONS' CO.

By /s/ Ivan W. Breunsbach

Ivan W. Breunsbach

IWB:md
Encl (3)
cc: File

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RECEIVED
AUG 26 1959
FOR FILING

BF-124(13)

[illegible]

August 25, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 21, 1959, on Contract No. 5204, Burnt Hill-Hooskanaden Creek Section, in Curry County, in connection with Federal Aid Project No. BF-124(13).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:cr

cc: Clarence G. Swenson

A

RECEIVED

BF 124(13)

When replying, refer to
08-35.8

408 State Highway Bldg.
Salem, Oregon

August 24, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-124(13), Burnt Hill-
Hooskanaden Creek Section, Oregon
Coast Highway, State Contract No. 5204
Order for State Force Work No. 224,
Seed and Fertilize Slide Area, dated
July 20, 1959. Estimated cost $1,500
Federal Funds $928

Dear Sir:

Reference is made to your letter dated August 10, 1959 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Very truly yours,

C. G. Polk
Division Engineer

orig to [illegible]

NOTED
FORREST COOPER

A

RECEIVED
AUG 11 1959
FOR FILING
SF-124(13)

5204

August 10, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 6, Account No. 224, on the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County, Contract No. 5204, in connection with Federal Aid Project No. SF-124(13).

The Hooskanaden Creek slide area was seeded last fall before the drainage and stabalization work was completed to aid in erosion and slide control. This order is to cover seeding in the areas which have since been completed and is in addition to the areas approved under Order for State Force approved by BPR July 28, 1958.

The contractor is not equipped to do this work, while the State has the necessary special equipment operated by experienced crews. The amount is too small to be done economically by separate contract.

The total estimated amount of this order is $1,500.00 with Federal participation of $930.00

Your approval of this order under the provisions of PPM 21-6.3 on the basis of actual cost is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

DBP:mfh

Forrest Cooper
Deputy State Highway Engineer

Encs.

RECEIVED
JUL - 1 1959
FOR FILING

22 04

June 29, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3-supplemental covering breakdown of slides, resloping cutbanks and extra clearing on the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County, Contract No. 5204, in connection with Federal Aid Project No. BF-124(13).

This order is supplemental to Order for Extra Work No. 3, approved by BPR March 30, 1959. The extent of work anticipated has increased much over the original authorization. This supplemental order includes the total estimated amount required and is an increase of $15,213.38 in authorization.

Under this order slide areas will be broken down and cleared so normal earth moving equipment can operate. Removal of the slide material will then be done at contract prices for general excavation.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Asst. State Highway Engineer

DBP:jb
Encl.

Form E-1-

BF 124(13)
[illegible]

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending May 8, 1959

Section Burnt Hill-Hooskanaden Creek

Kind of work Grading

Highway Oregon Coast County Curry

Section prefix S-1030 BF-124 (13)

Contractor Peter Kiewit Sons' Co.

Contract number 5204

Date of ~~contract~~ award May 23, 1959

Specified work days 220

Date work started May 19, 1959

Work days used 100

Project authorization $ 1,711,790.44

Per cent of time elapsed 45.4 %

Exclusive of engineering $ 1,590,063.12

Estimated cost of completed project, exclusive of engineering $ 1,590,063.12

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 62.0 %

Engineering authorization $ 121,727.32

Engineering cost to date $ 65,600, 53.9 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor worked D-W 21s in bench cut at Sta. 750 on Monday, hauled material to fill in Burnt Hill Creek.

Rain shut down rubber tired equipment until Thursday morning. Equipment was moved to cut south of Hooskanaden Creek, Sta. 820, and material was hauled into the Hooskanaden Creek fill for backfilling around and over the two 96-inch pipes. Rain shut down this equipment again Friday noon.

All equipment was used to get compaction around and over the two 96-inch pipes, also used a D-4 Traxcavator and two mechanical tampers. Some of the struts inside the pipes have loosened.

Two carry-alls worked all week in rock cut at Sta. 793. The material was hauled north to backfill the roadbed across the slide area where excavation had been carried below grade for foundation excavation. Another slide has started in the cut at Sta. 790 to 794.

The slide in the north end of the bench cut at Sta. 750 is still moving slowly. The hillside has been cleared but will not start work on the slide until some preliminary foundation work is done.

Drag line and 2 D-8 cats working on Items 8 & 9, opening up water pockets.

F. D. Morgan and V. D. Wolfe were over the project on Wednesday.

CONSTRUCTION DIVISION
RECEIVED
MAY 12 1959

NOTED
JOHN R. OAKES

NOTED-- ☑ ☑ ☑ ☑ ☑
CE ACE ACE OCE

Signed

[redacted] Box 515 Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to [redacted] of each week, retain triplicate copy for your own file.

State Printing

	[illegible]	[illegible]	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.55				
Miles partially completed	3.0				
Miles completed	0				
Total estimated quantities (contract)	1,680,000				
Total quantities corrected to date	1,480,000				
Estimated quantities moved or placed to date	995,000				
Average daily quantities	4,000				
Average daily quantities necessary to complete project on time	4,000				
Number shifts per day	2				
Hours per shift	9				
Average force on project for week	35				

Men	30
Supervision	5
Men and trucks under 3 tons	
Men and trucks over 3 tons	
Men and tractors	15

Equipment used during week: Shovels 1, Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 5, Compaction rollers ...., D-W 21s 4, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Showers		
Wednesday	Fair		
Thursday	"		
Friday	Showers		
Saturday			

Slide 751 4-29-59

MAY · 59

Slide 751 4-28-59

MAY · 59

Slide 751 4-28

MAY · 59

753 looking North

MAY · 59

Slide 747

MAY 59

MAY 59

4-20-59

5-5-69

Slide 751 4-29-59

Slide 751 4-28-59

Form E-1-

BF 124(13)
5204

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending April 17, 1959

Section Burnt Hill-Hooskanaden Creek

Highway Oregon Coast County

Contractor Peter Kiewit Sons' Co.

Date of ~~contract~~ award May 23, 1958

Date work started May 19, 1958

Project authorization $1,711,727.32
Exclusive of engineering $1,590,063.12

Kind of work Grading

Section prefix 8-1030 BF-124 (13)

Contract number 5204

Specified work days 220

Work days used 92

Per cent of time elapsed 41.8 %

Estimated cost of completed project, exclusive of engineering $1,590,063.12

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 50 %

Engineering authorization $121,727.32

Engineering cost to date $62,900, 51.7 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor is working his DW-21s two shifts this week. They are working in the bench cut at Stations 750 to 756. Material is being hauled to Whiskey Creek.

Material in the cut is showing a larger percentage of sandstone and is getting harder to rip.

Two cats and cans with push cat working in the slide area, Sta. 785 to Sta. 789, on Foundation Excavation. Have gone down as much as 20 feet below grade. Have uncovered several drainages that would fill a 2-inch pipe. Hit them in a broken rock formation and have been finding a new set of them about every four feet in depth.

The foundation at present seems fairly solid or as good as can be hoped for. By the installation of parallel and cross drains about six feet deeper, should be able to hold this section of road to at least a slow creep. The seismograph tests indicate seventy feet, plus, to the first slip plane. Plan to start installing drains next week.

All of ~~About 350 feet of~~ the Hooskanaden Creek structural plate pipes ~~are~~ in place (total length is 514 feet), but not all bolted.

M. Martin, U.S.B.P.R. in the office on Tuesday
L. R. Chandler in the office on Friday

Pictures not marked are of the excuvation and water drainages between 786 - 789, and of the North slope going into Hooskanaden Creek, loose material setting on a rock face.

CONSTRUCTION DIVISION
RECEIVED
R 20 1959
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Signed Res. Engr.

Address Box 515 Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.55				
Miles partially completed	3.0				
Miles completed	0				
Total estimated quantities (contract)	1,680,000 C.Y.				
Total quantities corrected to date	1,480,000				
Estimated quantities moved or placed to date	880,000				
Average daily quantities	8,000				
Average daily quantities necessary to complete project on time	6,000				
Number shifts per day	2				
Hours per shift	9				
Average force on project for week	42				

Men 35

Supervision 7

Men and trucks under 3 tons

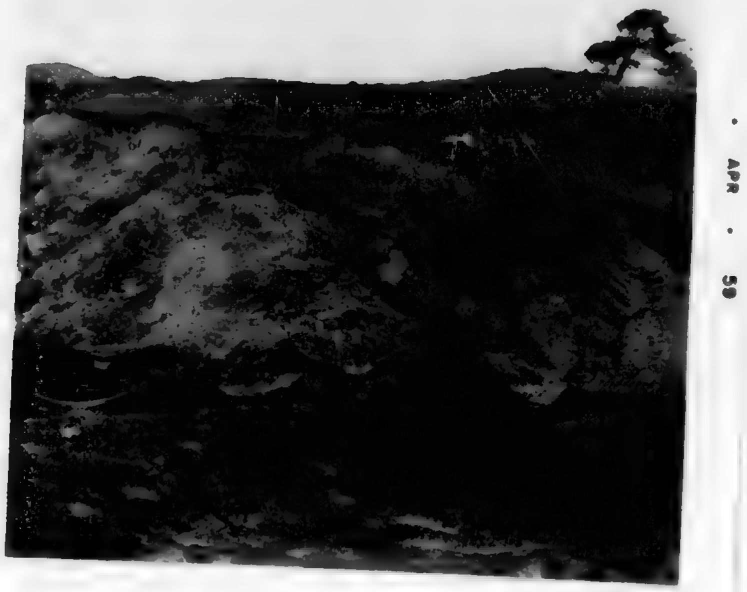
Men and trucks over 3 tons

Men and tractors 18

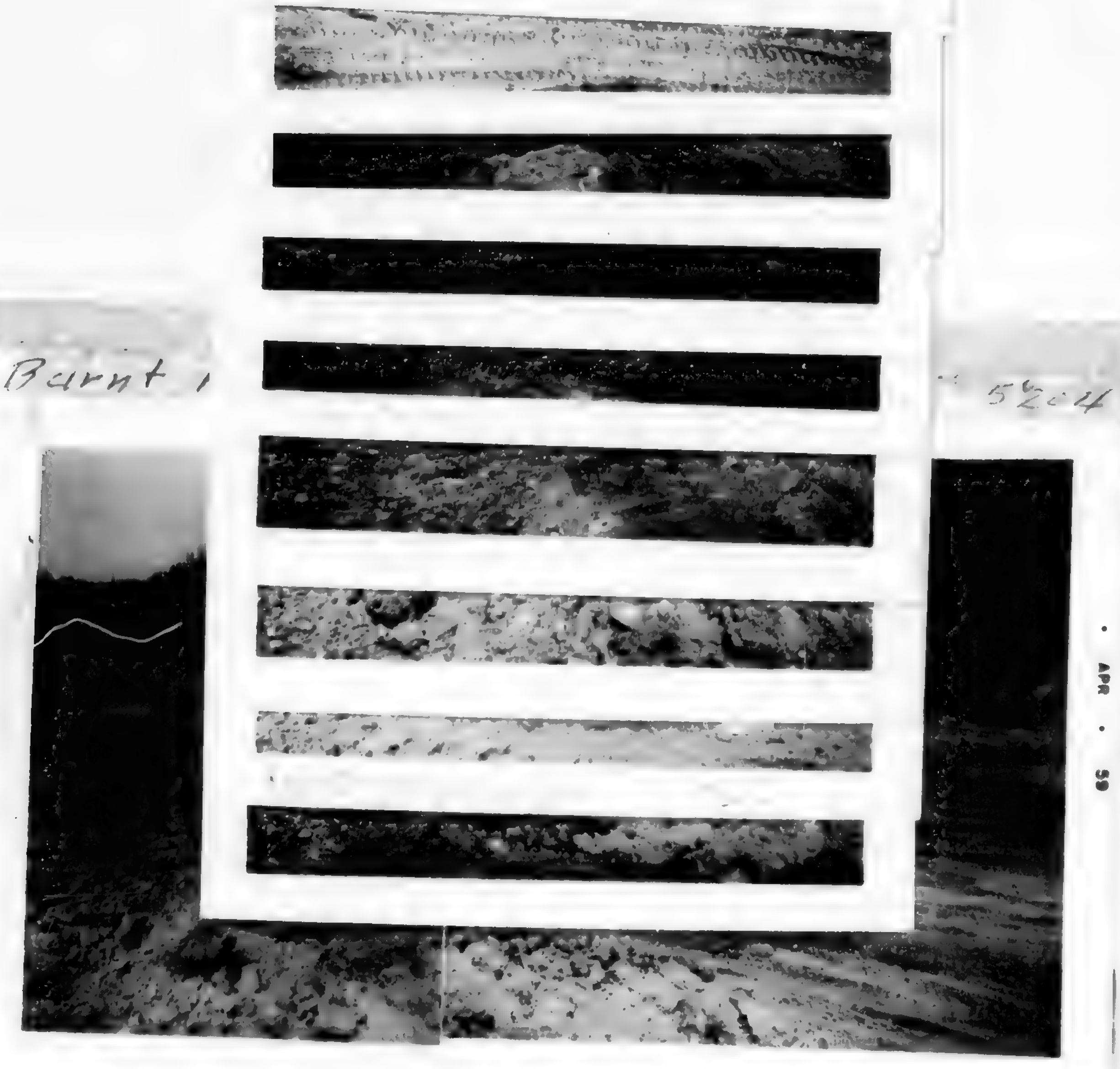
Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 5, Compaction rollers ...., DW-21s 4, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	Fair		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			



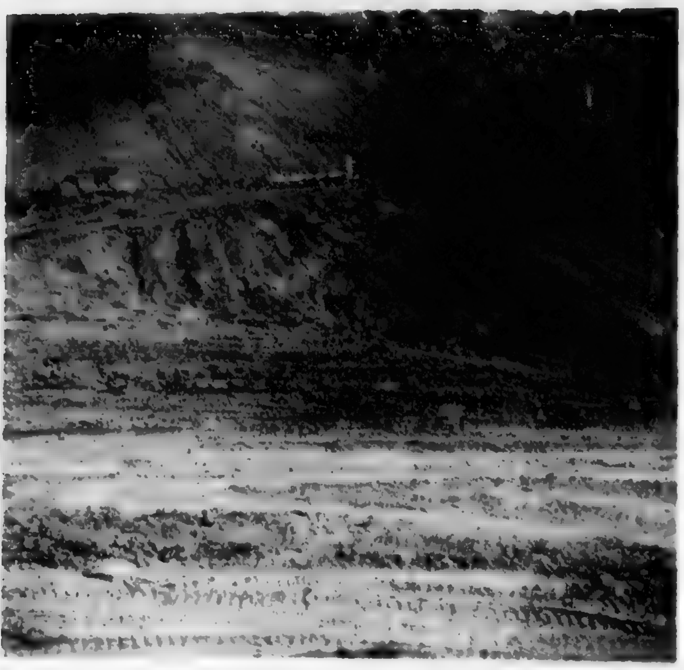
Burnt [illegible] 5204



Slide Area [illegible]

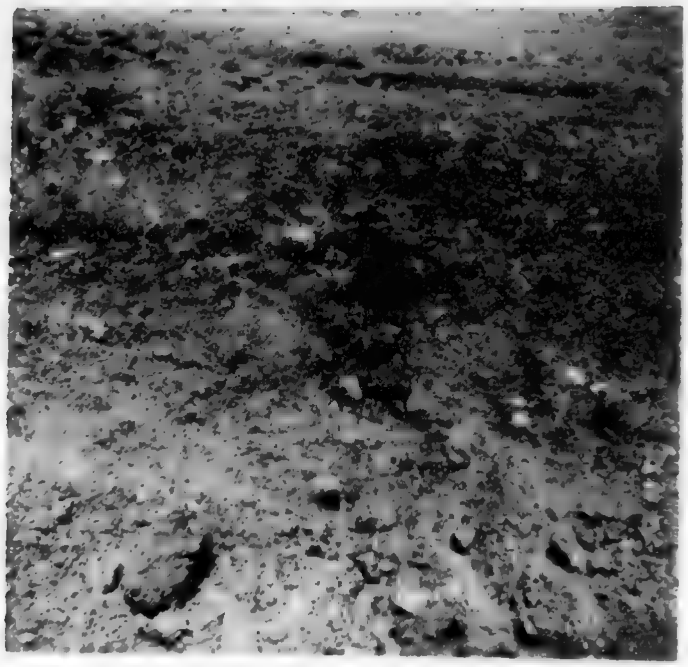
[illegible] Hill [illegible]

[illegible]



Burnt [illegible] 5264

Slide Area [illegible]

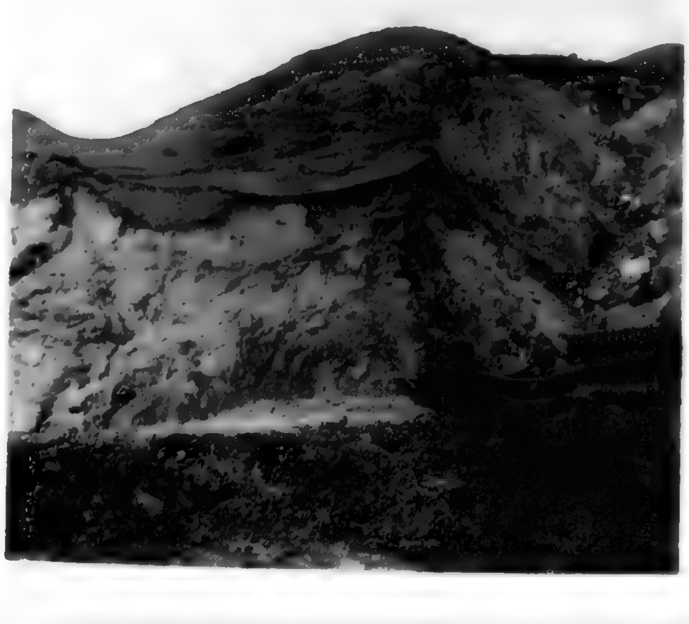


APR · 59

APR · 59

Burnt

APR · 59



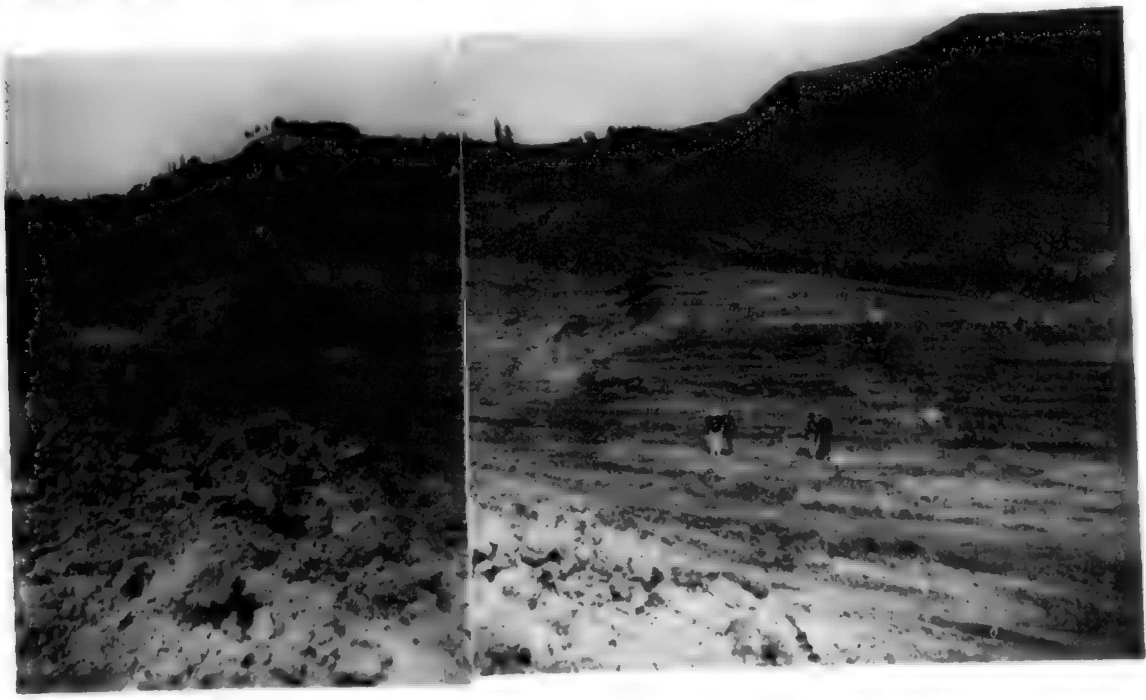
APR · 59

[illegible] Hill [illegible]

APR • 59

APR • 59

Burnt Hill -- Hooskan[illegible] [illegible]



APR • 59

Slide Area

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R 16 1959
FOR FILING

April 14, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 4 covering replacing water lines on the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County, Contract No. 5204, in connection with Federal Aid Project No. BF-124(13).

Water lines crossing the center line of the new construction were not shown on the plans and their location not known. It is necessary to remove the lines and restore them after grading has been completed.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

RECEIVED
[illegible] - 1959
FOR FILING

[illegible]

5204

April 3, 1959

Mr. [illegible] G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Your File [illegible]-35.4
Burnt Hill-Hooskanaden Creek
Oregon Coast Highway
Contract No. 5204
F-124(13)

Dear Sir:

Reference is made to your letter of March 26 regarding proposed corrective work to culverts damaged by flood in January at Burnt Hill and Whiskey Creek on the subject-named project. We have had an analysis made into the cause of the culvert failure in which the inlet ends of the pipes rose vertically from 3½ to 4½ feet forming a right-angle bend in the pipes. It was necessary to remove these ends by explosives to lower the impounded water, which threatened our fills.

Our investigation to date has indicated the cause for this failure to be:

(1) Lack of weight on the culverts due to use of 2:1 slopes, which allowed 16 feet of unballasted pipe to protrude out from under the fills.

(2) Sharp drawdown inside culvert inlets due to steep culvert grade and inlet loss.

Our investigation of this is continuing and will be the subject of a report from our Research Division. You will be furnished a copy of this report on completion.

Corrective action contemplated under the Extra Work Order submitted was as follows:

1. Use of 1½:1 slope over the pipe. Slope and backfill of eroded pockets to be of best rock materials available. This slope to intersect the centerline of culvert at the end of culvert. See sketch "A" attached. This will provide more weight on the culvert.

2. Shaping of rocky materials around the inlet ends to provide better inlet characteristics. Refer to sketch "B".

Correction No. 1 above has been proven feasible, as the triple culvert installation at Whalehead Creek on Thomas Creek-Cape Ferrelo Section showed considerable tendency to act in the same manner as did these culverts. They developed a flutter and vibration but prompt action to load the exposed culvert ends with rock effectively stopped it and saved the culverts.

It is believed that the plan set forth above will effectively repair the damage and prevent a reoccurrence. On further work involving pipe of 60-inch diameter or over, pipes will be designed with correction of this situation in mind and based on the research report.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

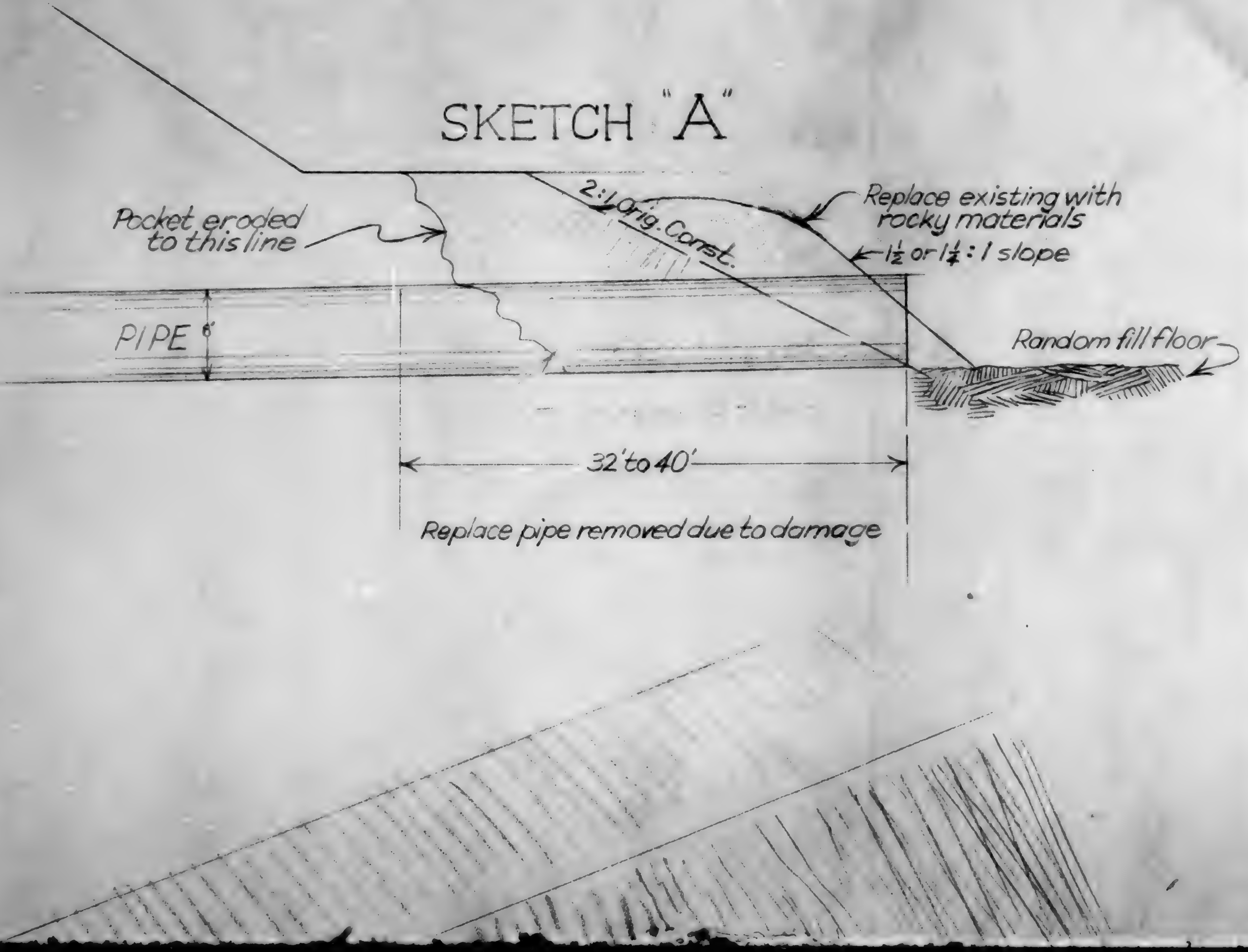
Encl.

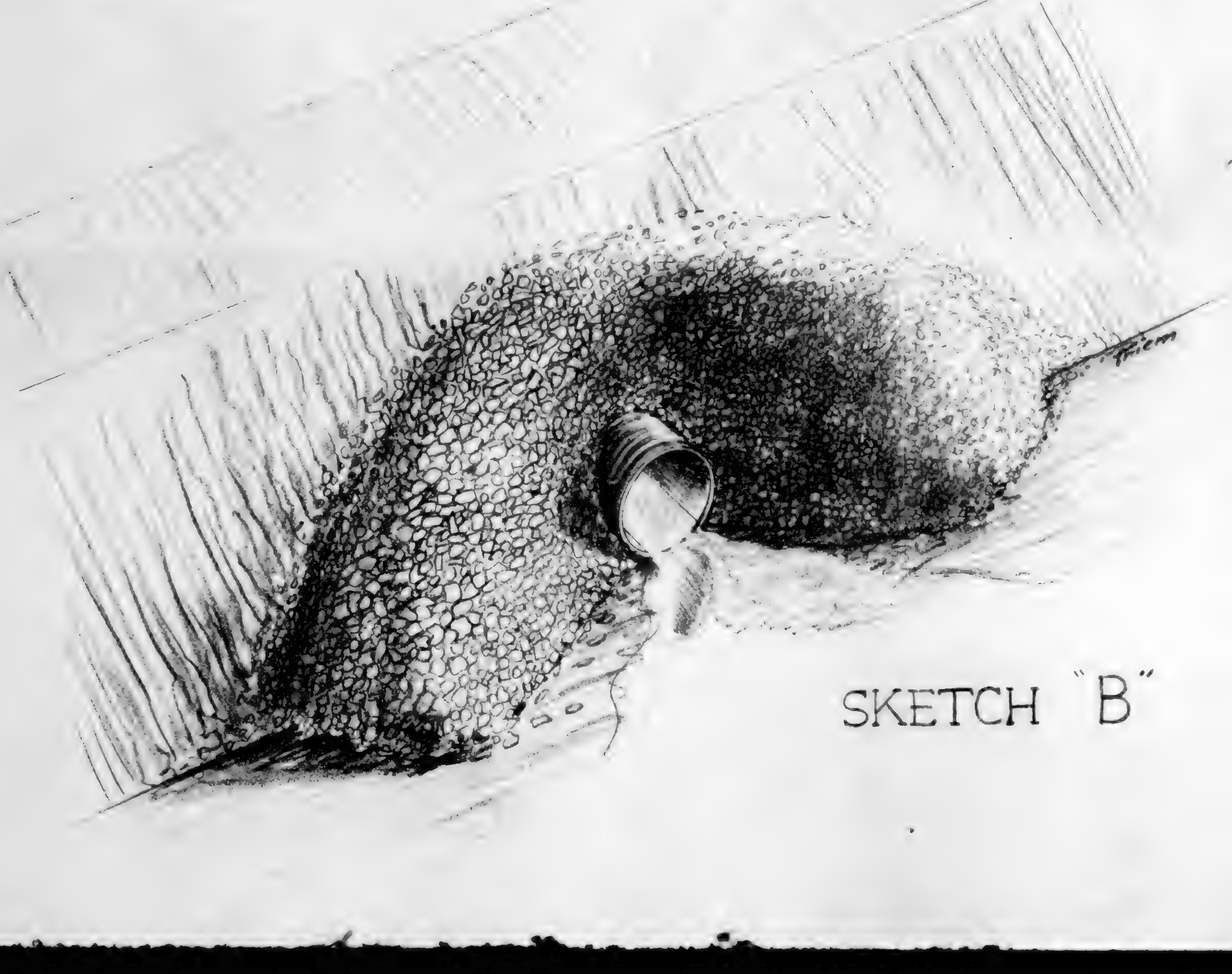
cc Mr.

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. S. H. Probert

LHY:fp fn

SKETCH "A"


Pocket eroded to this line
2:1 Orig. Const.
Replace existing with rocky materials
1½ or 1¼ : 1 slope
PIPE 6"
Random fill floor
32' to 40'
Replace pipe removed due to damage



SKETCH "B"

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to:
08-35.4

March 26, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Coast Highway Project BF-124(13), Burnt Hill-Hooskanaden Creek Section.

We are in receipt of a letter from our Regional Office concerning the approved "Order for Extra Work" in the amount of $17,050 covering payment for emergency work and the estimated repair of damage sustained by the three large metal culverts during flood conditions about January 10, 1959.

The letter reads in part:

> "We infer from the 'Order for Extra Work' that the State intends to replace these installations as they were originally constructed. Because of the magnitude of the fills and pipe involved and the estimate of repair, the State should be requested to furnish us with a complete report of the failure and the details of how they expect to repair the damage. Only after reviewing such a report can we make an engineering evaluation of the problems and their solution.
>
> "In this case we have reason to believe that a similar failure will occur if these pipes are replaced as originally constructed."

It is requested that you furnish us with such a report, in accordance with the indicated desires of our Regional Office, as soon as feasible.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

[illegible] & Young – Please discuss
E

RECEIVED
MAR 27 1959
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
FORREST COOPER

A

RECEIVED
MAR 20 1959
FOR FILING

EF 124 (13)

204

March 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 3 covering breaking down slides and resloping cutbanks on the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County, Contract No. 5204, in connection with Federal Aid Project No. BF-124(13).

The contractor has agreed to remove slides at contract price if allowed extra work for breaking down and opening slides so normal earth moving equipment can be used, and for extra clearing. Slide removal will be done under Price Agreement No. 6.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

RECEIVED
FEB 2 1959
FOR FILING

BF 124(13)

E-4

January 29, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering emergency work on and repair of culverts on the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County, Contract No. 5204, in connection with Federal Aid Project No. BF-124(13).

This work is necessary to repair storm damage. Copies of letters of the Division and Resident Engineers regarding the damage and repairs are enclosed. Emergency work to drain impounded water has been done.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

Enc.

Form E-1-

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending January 16, 1959

Section Burnt Hill-Hooskanaden Creek

Kind of work Grading

Highway Oregon Coast County Curry

Section prefix 8-1030 BF-124 (13)

Contractor Peter Kiewit Sons' Co.

Contract number 5204

Date of ~~contract~~ award May 23, 1958

Specified work days 220

Date work started May 19, 1958

Work days used 82

Project authorization $1,711,727.44

Exclusive of engineering $1,590,063.12

Per cent of time elapsed 37.3 %

Estimated cost of completed project, exclusive of engineering $1,590,063.12

Estimated per cent overrun or underrun . . . . 0 %

Per cent of contract completed, based on total contract price . . . . 53 %

Engineering authorization $121,727.32

Engineering cost to date $51,100, 42.0 %

Date project was completed ...., 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed the Rock Slope Protection on Wednesday of this week, except for placing the material in the channel of the creek. This material has been stockpiled at the north end of the slope protection and will be placed in the channel next summer.

Starting with last Friday, Jan. 9, 1959, after heavy rains, the inlet ends of the two 96" pipes at Burnt Hill Creek and the 90" pipe at Whiskey Creek started raising, as mentioned in last weeks report.

Saturday L. R. Chandler and I inspected the situation and then held a conference with Rod Miller and Guy Scott of P.K.S. and W.E. Powers and John Gates of Armco. The decision was to shoot off the ends of the pipes to open them at a lower elevation in order to drain the lakes which were forming above the fills. There was 40 feet of water above flow line in Burnt Hill Creek and 32.7 feet of water above flow line in Whiskey Creek.

Sunday 80 lbs. of 60% gelatin powder was placed in two 1½" fire hoses, placed around the south pipe (the one above the water line) pulled tight with ropes and shot. This shot removed the pipe at the elbow which had formed when the pipe raised to an almost vertical position. Approximately 40 feet of pipe was shot off, leaving the end of the pipe about 8 feet above original flow line. Discharge at the lower end of the pipe was approximately 2/3 of capacity after the shot.

Monday morning the water had drained down to the top of the south pipe. The north pipe was still standing vertical and was approximately 30 feet above the water line. There was a small amount of drift above the pipes which was cleaned out before going to Whiskey Creek.

The same method and amounts of powder was used on the Whiskey Creek pipe. The charge was set off at 3:10 P.M. Monday. The water had drained out by 4:00 P.M., the discharge at lower end being approximately 90% of capacity after the shot.

Continued on next sheet -

CONSTRUCTION DIVISION
RECEIVED
JAN 19 1959

Signed E R Barnhart Res. Engr.

Address Box 515 Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED

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	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.55				
Miles partially completed	3.				
Miles completed	0				
Total estimated quantities (contract)	1,680,000 C.Y.				
Total quantities corrected to date	1,480,000 C.Y.				
Estimated quantities moved or placed to date	809,000				
Average daily quantities	none				
Average daily quantities necessary to complete project on time	8,000				
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	6				

Men	5
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	2
Men and tractors	2

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 2, Compaction rollers ...., HD-11 Loader 1 ...., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	Cloudy		
Friday	"		
Saturday			

Tuesday we went into the north pipe at Burnt Hill Creek and cut the bolts on one ring, then pulled the upright portion of the pipe off, using a D-8 Cat. This left the north pipe approximately 2 feet above original flow line.

Wednesday, Thursday and Friday cleaned mud and rocks from around ends of culverts, burnt off damaged pieces of plate that would restrict the capacity of the pipes and otherwise getting them into shape to weather another storm if necessary. I believe that pipes are now in shape to go through the rest of the winter. Repair work is planned for next summer.

There is about four feet of fill over the present ends of the three pipes.

L. R. Chandler on the job over Saturday and Sunday.

Ivan Merchant and Roy Edgerton over the project on Tuesday and Wednesday.

Lester A. Kerr, Hydraulics Engr. for U.S.B.P.R. over the job on Thursday.

Res. Engrs. Martin, Rulien, Lammert and Barnhart inspected the pipes on all three projects during the week as both preventive and corrective measures were being carried out.

JAN • 59

[redacted]

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FOR FILING

EF 124(13)

5204

When replying, refer to:
08-35.4

January 14, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project EF-124(13), Burnt Hill - Hooskanaden Creek Section, Oregon Coast Highway, State Contract No. 5204 - Order for State Force Work No. 238, Place Poultry Wire on Seeded and Mulched Slopes. Estimated Total Cost $4,050. Federal Funds $2,430.

Dear Sir:

We are approving the use of State Forces as being in the public interest under the provisions of PPM 21-6.3 for the following reasons:

1. The work is necessary to prevent displacement, by strong winds, of the mulch placed on cut and fill slopes.

2. The State has trained personnel performing the seeding and mulching work and can accomplish the work contemplated under the order most economically. The proposed work is in addition to that included in the Order for State Force Work covering seeding and mulching approved July 28, 1958.

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

orig to Resident

[illegible]
FOREST COOPER

[illegible] 5204

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JAN [illegible] 59

FOR FILING

Monthly Transaction No.	For[illegible] 4-2 (5-29-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. 6 BF-124(13) 5204	**FEDERAL-AID PROJECT AGREEMENT**	County **Curry**
		Project No. **BF-124(13)**

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini **Approximately 2 miles south of Pistol River, south 3.6 miles (Burnt Hill-Hooskanaden Cr. Sec.), on U.S. 101.**

Project classification or class of work	Effective date of authorization	Approximate length
Highway planning		
Preliminary engineering	**5-21-57**	**----**
Rights-of-Way		
Construction	**4-2-58**	**3.6**
Other *(Specify)*		

FUNDS	
Estimated total cost of project $ 1,697,172.00	Federal funds $ 1,049,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Deputy **State Highway Engineer**
(title)

By

(title)

By

(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **January 12, 1959**

USComm-DC 11169

January 7, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Burnt Hill-Hooskanaden Creek Section, Project No. BF-124(13).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RMC:bb

December 30, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Burnt Hill-Hooskanaden Creek Section, Project No. BF-124(13).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:mfh

Federal Aid
Project No. RF-124(13)

Oregon State Highway Department

BURNT HILL-WHALESHEAD CREEK SECTION
OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, December 22, 1958

Type Code P.E.

Preliminary Engineering	All Required	$	$ 20,000.00

Type Code 0010
Roadway (Sta. 640+00 to Sta. 827+50)(Contract No. 5204)

Clearing and Grubbing	All Required		$	$122,000.00
Drainage Excavation, Unclassified	9,200	cu. yds.	2.95	27,140.00
Embankment Foundation Excavation, Unclassified	57,000	cu. yds.	0.35	19,950.00
Special Borrow Excavation, Unclassified	44,000	cu. yds.	0.85	37,400.00
General Excavation, Unclassified	1,680,000	cu. yds.	0.30	504,000.00
Short Overhaul	5,940,000	yd. sta.	0.01	59,400.00
Long Overhaul	79,000	C-yd.sta.	0.40	31,600.00
Tractor and Dozer	6,000	hours	13.00	78,000.00
Power Shovel and Drag Line	150	hours	19.00	2,850.00
Sprinkling	500	M-gal.	1.50	750.00
Finishing Roadbed and Slopes	3.55	mile	1,500.00	5,325.00
Rounding Cutbanks	24,000	lin. ft.	0.15	3,600.00
12-inch Asbestos Protected Corrugated Metal Pipe	220	lin. ft.	4.00	880.00
18-inch Asbestos Protected Corrugated Metal Pipe	600	lin. ft.	5.20	3,120.00
24-inch Asbestos Protected Corrugated Metal Pipe	1,250	lin. ft.	7.90	9,875.00
24-inch Asbestos Protected Corrugated Metal Pipe, 12 Gage	290	lin. ft.	10.00	2,900.00
30-inch Asbestos Protected Corrugated Metal Pipe, 12 Gage	140	lin. ft.	12.50	1,750.00
36-inch Asbestos Protected Corrugated Metal Pipe	320	lin. ft.	15.00	4,800.00
36-inch Asbestos Protected Corrugated Metal Pipe, 10 Gage	210	lin. ft.	17.50	3,675.00
42-inch Asbestos Protected Corrugated Metal Pipe	20	lin. ft.	17.00	340.00
78-inch Asbestos Protected Corrugated Metal Pipe	220	lin. ft.	46.00	10,120.00
24-inch Half Circle Corrugated Metal Pipe	360	lin. ft.	4.50	1,620.00
36-inch Half Circle Corrugated Metal Pipe	20	lin. ft.	8.00	160.00
48-inch Half Circle Corrugated Metal Pipe	270	lin. ft.	11.00	2,970.00
60-inch Half Circle Corrugated Metal Pipe	24	lin. ft.	16.00	384.00
48" - 24" Half Circle Corrugated Metal Pipe Reducers	6	only	200.00	1,200.00
60" - 36" Half Circle Corrugated Metal Pipe Reducers	2	only	350.00	700.00
24-inch Asbestos Protected Special Corrugated Metal Pipe Sections	24	only	225.00	5,400.00
42-inch Asbestos Protected Special Corrugated Metal Pipe Sections	8	only	450.00	3,600.00
8-inch Perforated Metal Drain Pipe	28,600	lin. ft.	2.25	64,350.00
12-inch Perforated Metal Drain Pipe	2,000	lin. ft.	3.00	6,000.00

Special Backfill in Drains	4,600 cu. yds.	$5.00	$ 23,000.00
36-inch Asbestos Protected Elliptical Inlets	1 only	150.00	150.00
90-inch Structural Plate Pipe (Sta. 770+55)	All Required		33,000.00
96-inch Structural Plate Pipe (Sta. 716+31)	All Required		53,000.00
96-inch Structural Plate Pipe (Sta. 716+49)	All Required		53,000.00
96-inch Structural Plate Pipe (Sta. 811+15)	All Required		44,000.00
96-inch Structural Plate Pipe (Sta. 811+33)	All Required		44,000.00
Class "A" Concrete	330 cu. yds.	68.00	22,440.00
Metal Reinforcement	52,000 lbs.	0.125	6,500.00
Special Concrete Catch Inlets	8 only	135.00	1,080.00
Type 2 Fence	2,100 rods	6.50	13,650.00
14' x 48" Metal Gates	10 only	85.00	850.00
Coarse Crushed Material in Base	1,800 cu. yds.	3.25	5,850.00
3/4" - 0 Material in Base	550 cu. yds.	3.75	2,062.50
			$1,318,441.50
Seeding and Mulching (State Force)	All Required		22,500.00
Horizontal Drains (State Force)	All Required		30,000.00
Anticipated Slide Removal	All Required		150,000.00
Move Telephone Poles (West Coast Tel. Co.)	All Required		290.00
Move Power Poles (Coos-Curry Electric Coop.)	All Required		3,470.00
	Subtotal		$1,524,701.50
	10% Engr. & Cont.		152,470.15
	Total		$1,677,171.65

Length of Roadway - - - - - - 3.551 Miles
Cost of Roadway Per Mile- - - $472,309.68

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 20,000.00	$ 12,000.00	$ 8,000.00
Roadway	1,677,171.65	1,037,000.00	640,171.65
	$ 1,697,171.65	$1,049,000.00	$648,171.65

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939; Chap. 491, Laws 1951;
Chap. 20, Laws 1953; Chap. 22, Laws 1957;
Chap. 354, Laws 1957.
State Funds for Maint.: Chap. 529, Laws 1939.

BURNT HILL-HOOSKANADEN CREEK SECTION

PROJECT NO. EF-124(13)

Estimated costs of work to be done by West Coast Telephone Co.

Labor		$ 125.00
Materials		77.00
Equipment		18.00
Overhead		70.00
		$ 290.00
	USE	$ 290.00

Estimated costs of work to be done by Coos-Curry Electric Co-op.

Clearing		$1,800.00
Materials		800.00
Labor		1,430.00
Salvage Credit		- 560.00
		$3,470.00
	USE	$3,470.00

Oregon State Highway Department

(18)

Federal Aid
Project No. BF-124(~~3~~)

BURNT HILL-HOOSKANADEN CREEK SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon April 1, 1958

Type Code P. E.

Preliminary Engineering	All	Required		$ 20,000.00

Type Code 0010
Roadway (Sta. 640+00 to Sta. 827+50)

Clearing and Grubbing	All	Required		190,000.00
Drainage Excavation, Unclassified	9,200	cu. yds.	3.00	27,600.00
Embankment Foundation Excavation, Unclassified	57,000	cu. yds.	.65	37,050.00
Special Borrow Excavation, Unclassified	44,000	cu. yds.	1.25	55,000.00
General Excavation, Unclassified	1,680,000	cu. yds.	.42	705,600.00
Short Overhaul	5,940,000	yd. sta.	.01	59,400.00
Long Overhaul	79,000	C-yd. sta.	.40	31,600.00
Tractor and Dozer	6,000	hours	16.00	96,000.00
Power Shovel and Dragline	150	hours	16.00	2,400.00
Sprinkling	500	M-gals.	3.00	1,500.00
Finishing Roadbed and Slopes	3.55	miles	1,200.00	4,260.00
Rounding Cutbanks	24,000	lin. ft.	.20	4,800.00
12-inch Asbestos Protected Corrugated Metal Pipe	220	lin. ft.	4.00	880.00
18-inch Asbestos Protected Corrugated Metal Pipe	600	lin. ft.	5.25	3,150.00
24-inch Asbestos Protected Corrugated Metal Pipe	1,250	lin. ft.	8.00	10,000.00
24-inch Asbestos Protected Corrugated Metal Pipe, 12 Gage	290	lin. ft.	8.75	2,537.50
30-inch Asbestos Protected Corrugated Metal Pipe, 12 Gage	140	lin. ft.	11.50	1,610.00
36-inch Asbestos Protected Corrugated Metal Pipe	320	lin. ft.	15.50	4,960.00
36-inch Asbestos Protected Corrugated Metal Pipe, 10 Gage	210	lin. ft.	17.00	3,570.00
42-inch Asbestos Protected Corrugated Metal Pipe	20	lin. ft.	20.00	400.00
78-inch Asbestos Protected Corrugated Metal Pipe	220	lin. ft.	48.00	10,560.00
24-inch Half-Circle Corrugated Metal Pipe	360	lin. ft.	7.00	2,520.00
36-inch Half-Circle Corrugated Metal Pipe	20	lin. ft.	16.00	320.00
48-inch Half-Circle Corrugated Metal Pipe	270	lin. ft.	23.00	6,210.00

60-inch Half-Circle Corrugated Metal Pipe	24 lin. ft.	$36.00	$ 864.00
48"-24" Half-Circle Corrugated Metal Pipe Reducers	6 only	250.00	1,500.00
60"-36" Half-Circle Corrugated Metal Pipe Reducers	2 only	400.00	800.00
24-inch Asbestos Protected Special Corrugated Metal Pipe Sections	24 only	175.00	4,200.00
42-inch Asbestos Protected Special Corrugated Metal Pipe Sections	8 only	500.00	4,000.00
8-inch Perforated Metal Drain Pipe	28,600 lin. ft.	2.50	71,500.00
12-inch Perforated Metal Drain Pipe	2,000 lin. ft.	3.25	6,500.00
Special Backfill in Drains	4,600 cu. yds.	6.00	27,600.00
36-inch Asbestos Protected Elliptical Inlets	1 only	225.00	225.00
90-inch Structural Plate Pipe (Sta. 770+50) (770+[illegible]	All Required		40,250.00
96-inch Structural Plate Pipe (Sta. 716+31)	All Required		63,800.00
96-inch Structural Plate Pipe (Sta. 716+49)	All Required		63,800.00
96-inch Structural Plate Pipe (Sta. 811+15)	All Required		53,000.00
96-inch Structural Plate Pipe (Sta. 811+33)	All Required		53,000.00
Class "A" Concrete	330 cu. yds.	90.00	29,700.00
Metal Reinforcement	38,000 lbs.	.16	6,080.00
Special Concrete Inlets	8 only	125.00	1,000.00
Type 2 Fence	2,100 rods	5.50	11,550.00
14' x 48" Metal Gates	10 only	75.00	750.00
Coarse Crushed Material in Base	1,800 cu. yds.	3.00	5,400.00
3/4" - 0 Material in Base	550 cu. yds.	3.25	1,787.50
			$1,709,234.00
Seeding and Mulching (State Force)	All Required		22,500.00
Horizontal Drains (State Force)	All Required		30,000.00
Anticipated Slide Removal	All Required		150,000.00
Move Telephone Poles (West Coast Tel. Co.)	All Required		50.00
Move Power Poles (Coos-Curry Electric Coop.)	All Required		600.00
	Subtotal		$1,912,384.00
	10% Engr. & Cont.		191,238.40
	Total		$2,103,622.40

Length of Roadway. . . . . 3.551 miles
Cost of Roadway per mile $592,402.81

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$20,000.00	$ 12,000.00	$ 8,000.00
Roadway	2,103,622.40	1,302,000.00	801,622.40
	$2,123,622.40	$1,314,000.00	$809,622.40

Oregon State Highway Department

Federal Aid
Project No. BF-124

BURNT HILL-HOOSKANADEN CREEK SECTION OF THE OREGON COAST HIGHWAY IN CURRY COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, April 1, 1958

Type Code P.E.

Preliminary Engineering	All Required		$ 20,000.00

Type Code 0010
Roadway (Sta. 640+00 to Sta. 827+50)

Clearing and Grubbing	All Required		$190,000.00
Drainage Excavation, Unclassified	9,200 cu. yds.	$3.00	27,600.00
Embankment Foundation Excavation, Unclassified	57,000 cu. yds.	0.65	37,050.00
Special Borrow Excavation, Unclassified	44,000 cu. yds.	1.25	55,000.00
General Excavation, Unclassified	1,680,000 cu. yds.	0.42	705,600.00
Short Overhaul	5,940,000 yd. stas.	0.01	59,400.00
Long Overhaul	79,000 C-yd.stas.	0.40	31,600.00
Tractor and Dozer	6,000 hours	16.00	96,000.00
Power Shovel and Dragline	150 hours	16.00	2,400.00
Sprinkling	500 M-gals.	3.00	1,500.00
Finishing Roadbed and Slopes	3.55 miles	1,200.00	4,260.00
Rounding Cutbanks	24,000 lin. ft.	0.20	4,800.00
12 Inch Asbestos Protected Corrugated Metal Pipe	220 lin. ft.	4.00	880.00
18 Inch Asbestos Protected Corrugated Metal Pipe	600 lin. ft.	5.25	3,150.00
24 Inch Asbestos Protected Corrugated Metal Pipe	1,250 lin. ft.	8.00	10,000.00
24 Inch Asbestos Protected Corrugated Metal Pipe, 12 Gage	290 lin. ft.	8.75	2,537.50
30 Inch Asbestos Protected Corrugated Metal Pipe, 12 Gage	140 lin. ft.	11.50	1,610.00
36 Inch Asbestos Protected Corrugated Metal Pipe	320 lin. ft.	15.50	4,960.00
36 Inch Asbestos Protected Corrugated Metal Pipe, 10 Gage	210 lin. ft.	17.00	3,570.00
42 Inch Asbestos Protected Corrugated Metal Pipe	20 lin. ft.	20.00	400.00
78 Inch Asbestos Protected Corrugated Metal Pipe	220 lin. ft.	48.00	10,560.00
24 Inch Half Circle Corrugated Metal Pipe	360 lin. ft.	7.00	2,520.00
36 Inch Half Circle Corrugated Metal Pipe	20 lin. ft.	16.00	320.00
48 Inch Half Circle Corrugated Metal Pipe	270 lin. ft.	23.00	6,210.00
60 Inch Half Circle Corrugated Metal Pipe	24 lin. ft.	36.00	864.00
48" - 24" Half Circle Corrugated Metal Pipe Reducers	6 only	250.00	1,500.00
60" - 36" Half Circle Corrugated Metal Pipe Reducers	2 only	400.00	800.00

24 Inch Asbestos Protected Special Corrugated Metal Pipe Sections	24 only	$175.00	$ 4,200.00
42 Inch Asbestos Protected Special Corrugated Metal Pipe Sections	8 only	500	4,000.00
8 Inch Perforated Metal Drain Pipe	28,600 lin. ft.	2.50	71,500.00
12 Inch Perforated Metal Drain Pipe	2,000 lin. ft.	3.25	6,500.00
Special Backfill in Drains	4,600 cu. yds.	6.00	27,600.00
36 Inch Asbestos Protected Elliptical Inlets	1 only	225.00	225.00
90 Inch Structural Plate Pipe (Sta. 770+55)	All Required		40,250.00
96 Inch Structural Plate Pipe (Sta. 716+31)	All Required		63,800.00
96 Inch Structural Plate Pipe (Sta. 716+49)	All Required		63,800.00
96 Inch Structural Plate Pipe (Sta. 811+15)	All Required		53,000.00
96 Inch Structural Plate Pipe (Sta. 811+33)	All Required		53,000.00
Class "A" Concrete	330 cu. yds.	90.00	29,700.00
Metal Reinforcement	52,000 lbs.	0.16	8,320.00
Special Concrete Catch Inlets	8 only	125.00	1,000.00
Type 2 Fence	2,100 rods	5.50	11,550.00
14' x 48" Metal Gates	10 only	75.00	750.00
Coarse Crushed Material in Base	1,800 cu. yds.	3.00	5,400.00
3/4" - 0 Material in Base	550 cu. yds.	3.25	1,787.50
			$1,711,474.00
Seeding and Mulching (S.F.)	All Required		$ 22,500.00
Horizontal Drains (S.F.)	All Required		30,000.00
Anticipated Slide Removal	All Required		150,000.00
Move Telephone Poles (West Coast Tel. Co.)	All Required		50.00
Move Power Poles (Coos-Curry Electric Coop)	All Required		600.00
	Subtotal		$1,914,624.00
	10% Engr. & Cont.		191,462.40
	Total		$2,106,086.40

Length of Roadway - 3.551 Miles
Cost of Roadway per Mile $593,096.70

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 20,000.00	$ 12,000.00	$ 8,000.00
Roadway	2,106,086.40	1,303,000.00	803,086.40
	$2,126,086.40	$1,315,000.00	$811,086.40

Form E-1-

BF 124 (13)
5204

CONSTRUCTION DIVISION
RECEIVED
JAN 12 1959
NOTED-- ☒ CE ☐ ACE ☒ ACE ☒ ☒ COE

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Jan. 9, 1959

Section Burnt Hill-Hooskanaden Creek

Kind of work Grading

Highway Oregon Coast County Curry

Section prefix 8-1030 BF-124 (13)

Contractor Peter Kiewit Sons' Co.

Contract number 5204

Date of ~~contract~~ award May 23, 1958

Specified work days 220

Date work started May 19, 1958

Work days used 82

Project authorization $1,711,727.44

Exclusive of engineering $1,590,063.14

Per cent of time elapsed 37.3 %

Estimated cost of completed project, exclusive of engineering $1,590,063.14

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 52 %

Engineering authorization $121,727.32

Engineering cost to date $50,400, 41.4 %

Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor continued placing of rock slope protection. Loader broke down Monday at 1:00 P.M. and was down till beginning of the night shift on Tuesday. Material is still holding up for size . See pictures attached.

This work should be completed within the next week or ten days unless there are more delays.

Tuesday morning I received a call from Guy Scott, Supt. for P. K. S. Co. that there was trouble at Burnt Hill Cteek culvert. Went down on the job with B. A. Martin and found that the two 96" structural plate pipes had lifted and werevstanding nearly vertical. The ~~south~~ North pipe being about 10 feet lower than the ~~north~~ South pipe. Water was running into the north pipe, the south pipe being about 8 feet above the water level.

Guy Scott and I went into the south pipe from the lower end and found that there was approximately 40 feet of pipe that ~~are~~ was standing vertical on the upper end. There was no appearent failure of plates or bolts. The plates had stretched out the corrugations on the bottom and compressed them on the top.

The leakage through the joimts and bolt holes is only enough that the pipe is running about an inch of water. There is no failure or distortion in the rest of the pipe.

Whiskey Creek pipe (90") is about in the same condition. It has about 32 feet of water above flow line and the end of the pipe is about at water level. Due to the water running through the pipe makes it too dangeroue to investagate.

Plan on trying to relieve the situation someway tomorrow - Saturday.
F. D. Morgan or L. R. Chandler plan on being down tomorrow..

Noted
M. N. Juve

Signed J. W. Barnhart Res. Engr.

Address Box 515 Gold Beach, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.55				
Miles partially completed	3.				
Miles completed	0				
Total estimated quantities (contract)	1,680,000 C.Y.				
Total quantities corrected to date	1,480,000 C.Y.				
Estimated quantities moved or placed to date	809,000				
Average daily quantities	No grading work in progress				
Average daily quantities necessary to complete project on time	8,000				
Number shifts per day	2	Rock Slope Protection work			
Hours per shift	8				
Average force on project for week	9				

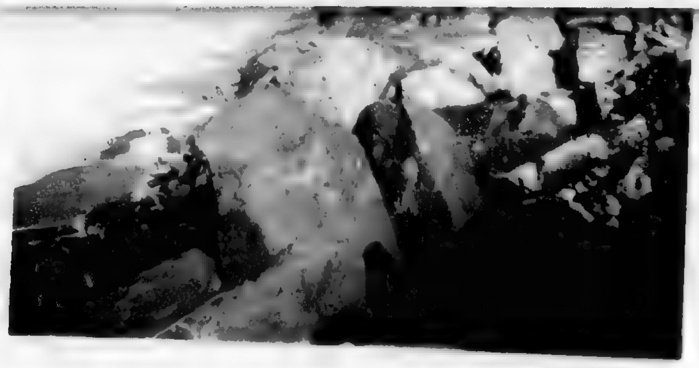
Men	8
Supervision	1
Men and trucks under 3 tons	#
Men and trucks over 3 tons	4
Men and tractors	5

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...2......, Compaction rollers ...., HD-11 Loader 1 . . . ., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Stormy with wind		
Monday	and rain		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

DEC · 58

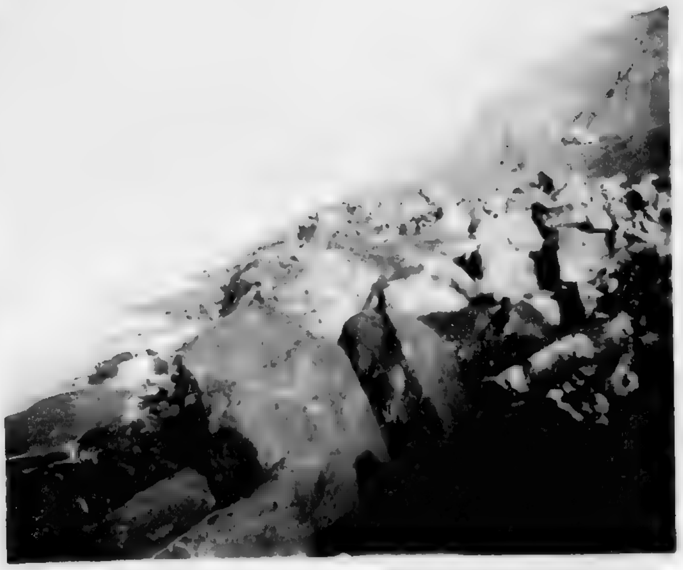


DEC · 58

DEC · 58

Burnt Hill - Hooskanadon Cr.
Cont # 5204

DEC • 58


DEC • 58

DEC • 58

RECEIVED
DEC 11 1958
FOR FILING

December 10, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 238 covering the installation of wire netting on cut slopes on the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County, Contract No. 5204, in connection with Federal Aid Project No. BF-124(13).

This work is necessary to hold the straw mulch on slopes in this area of strong winds. The slopes are to be covered as far as finished at present to prevent loss of the mulch and resulting erosion. The netting will be placed on the rest of the slopes as they are finished and mulched.

The contractor is not equipped for, nor interested in, this work. The State has the equipment and experienced crews to do the work as required.

Your approval of this order at agreed unit price under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $4,050.00, with Federal participation of $2,430.00.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Encl.

RECEIVED
OCT 9 1958
FOR FILING

BF-124(13)

5204

October 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering placing gravel on approach roads on the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County, Contract No. 5204, in connection with Federal Aid Project No. BF-124(13).

This work is necessary to provide access to the travelled highway. The contract provides for crushed rock surfacing on the access approaches. Crushed material is not available and gravel from State stockpiles at Pistol River is being used.

Due to the necessity of rocking approaches before rains begin the work has been started.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

Enclosures

DBP:lmw

RECEIVED
SEP 11 1958
FOR FILING

September 10, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting herewith the following data in connection with adjusting the West Coast Telephone Company's line on the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County, Project BF-124(13):

1. Copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company for adjusting its line.

2. Copies of the Company's estimate for the work.

3. Sketches prepared by the Company showing the work to be done.

Your approval of the agreement between the State and Company and authorization to proceed with the work as of this date under the provisions of PPM 30-4 are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

DBP:mfh

Enc.

A

RECEIVED
SEP 17 1958
OREGON DISTRICT
"FOR" FILING

BF-124(13)

3204

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

[illegible] STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to:
08-33.5

September 10, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-124(13)
Burnt Hill-Hooskanaden Creek
Section, Oregon Coast Highway

Dear Sir:

We are today approving the agreement as evidenced by the exchange of letters between the State and West Coast Telephone Company dated 8-28-58, covering adjustment of telephone line on the above project.

Authorization is hereby granted to proceed, as of September 10, 1958, with the necessary utility adjustments. Approval is subject to the provisions of PPM 30-4.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

Orig to SHP

RECEIVED

FOR FILING

When replying, refer to:
08-35.4
5204

408 State Highway Bldg.
Salem, Oregon

July 28, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project HF-124(13), Burnt Hill-Hooskanaden Creek Section, Oregon Coast Highway, State Contract No. 5204 - Order for State Force Work - Seeding and Mulching Roadway Slopes - Estimated Total Cost $22,500 - Federal Funds $13,927.

Dear Sir:

We are approving the use of State force as being in the public interest under the provisions of PPM 21-6.2 for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has specialized equipment and trained personnel to perform the work most economically.
3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

Orig to SHP

RECEIVED
JUL 21 1958
FOR FILING

F-124(13)

5204

July 18, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224 and 238 covering seeding and mulching on the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County, Contract No. 5204, in connection with Federal Aid Project No. SF-124(13).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews and can do it more economically than by contract.

Your approval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total amount of the order is $28,500.00, with Federal participation of $13,950.00

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh
Encl.

RECEIVED

FOR FILING

BF-124 (13)

08-35.4

July 9, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project BF-124(13)
Burnt Hill-Hooskanaden Creek
Section, Oregon Coast Highway
Coos-Curry Electric Co-op Power
Line Adjustment

Dear Sir:

Your agreement with the Coos-Curry Electric Co-op for required relocation of their power line facilities on the subject project has been received and is approved, as submitted, on July 9, 1958.

We are authorizing you to proceed as of July 9, 1958. Reimbursement for this work may be claimed subsequent to this date in accordance with PPM 30-4.

Very truly yours,

C. G. POLK
Division Engineer

NOTED
FORREST COOPER

Orig to SH P

RECEIVED
JUL 9 - 1958
FOR FILING

[illegible]

5204

July 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting herewith the following data in connection with adjusting the Coos-Curry Electric Co-op facilities on the Burnt Hill-Hooskanaden Creek Section in Curry County, Contract No. 5204, Project RF-124(13):

1. Copies of the Assistant Counsel's letter dated April 18, 1958, which establishes the obligation of the State to reimburse the Co-op for moving its line.

2. Copies of the estimate of the Co-op for moving its line.

3. Project plan sheets showing the revisions to be made in the Co-op's lines.

Your approval of the agreement and authorization to start this work under the provisions of PPM 30-4 is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

00-35.8

RECEIVED
JUL - 1958
FOR FILING

July 3, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project F-124(13), Burnt Hill-Hooskanaden Creek Section, Oregon Coast Highway, State Contract No. 5204 - Order for State Force Work No. 233 - Furnish and install horizontal drains in cut slopes. Estimated total cost $30,225. Federal Funds $18,437.

Dear Sir:

We are approving the use of State forces as being in the public interest under the provisions of PPM 21-6.2, on an agreed unit price basis, for the following reasons:

1. The contractor on the subject project is neither properly equipped nor staffed to perform the work contemplated under the Order.

2. The State has necessary special boring equipment and trained personnel to perform the work most economically.

3. The work needs to be accomplished as the contractor's work progresses and necessity arises, in order to remove excessive subsurface drainage and, thereby, prevent extensive damage to the new facility. The uncertainty as to the extent of the work, drilling conditions to be encountered and delays occasioned by the contractor's grading operations would tend to result in excessively high bid prices if the work was undertaken under a separate contract. It, therefore, is impractical to contract the work.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

Orig to SHP

RECEIVED
JUN 27 1958
FOR FILING

June 25, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 233 covering installing horizontal drains on the Burnt Hill-Houstenaden Creek Section of the Oregon Coast Highway in Curry County, Contract No. 5204, in connection with Federal Aid Project No. SF-124(13).

This work is necessary to drain cut slopes and for slide control throughout the project. The contractor is not equipped to do this work, while the State has the necessary drilling equipment operated by experienced crews. It will be necessary to place the drains as the contractor's work progresses and need arises, making it impractical and uneconomical to contract this work.

Your approval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total estimated cost of this order is $30,225.00 with Federal participation of $18,437.00.

Cost data on installation of horizontal drains is being submitted in separate letter.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ew
Encl.

FORM E-123 5M 4-58

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUN [illegible] 1958
FOR FILING

DF-124([illegible])

5204

June 20, 1958

Peter Kiewit Sons' Co.
Sparta Bldg.
Medford, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5204, awarded May 23, 1958, for grading on the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED

FOR FILE

BF-124-(13)

A-4

June 17, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 19, 1958, on Contract No. 5204, Burnt Hill-Hooskanaden Creek Section, in Curry County, in connection with Federal Aid Project No. BF-124(13).

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:mm

RECEIVED
MAY 2? 1958
FOR FILING
BF-124(13)

[illegible]

May 23, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway in Curry County, Project BF-124(13), to Peter Kiewit Sons' Co. of Medford, Oregon, on the basis of the bid of $1,318,441.50 submitted on April 17, 1958.

All rights of entry required for this contract are acquired.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:ia

RECEIVED

FOR FILING

BF-124 (3)

5204

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying, refer to:
08-35.4

May 23, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project BF-124(3), Burnt Hill-Hooskanaden Section of the Oregon Coast Highway, we hereby concur as of this date in award of Contract No. 5204 to Peter Kiewit Sons Company of Medford, Oregon, low bidder in the amount of $1,318,441.50 at the April 17, 1958 bid opening.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

RECEIVED
MAY 26 1958
FOR FILING

[illegible]

5204

May 23, 1958

Peter Kiewit Sons' Co.
405 East Main Street
Medford, Oregon

Gentlemen:

The State Highway Commission on April 17, 1958, accepted your proposal for grading on the Burnt Hill-Hoose-kanaden Creek Section of the Oregon Coast Highway in Curry County for the sum of $1,318,441.50, and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5204.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 23, 1958

Peter Kiewit Sons' Co.
405 East Main Street
Medford, Oregon

Gentlemen:

Contract for grading the Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway, Curry County for which you submitted low bid on April 17, 1958, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

llc
cc: Accounting (5003-900)
C. W. Head
Files

FORM E-123X 50M 1-55

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

FOR FILING

EF-124 (15)

5204

April 10, 1958

Coos-Curry Electric Co-op.
71 West First Street
Coquille, Oregon

Re: Coos-Curry Electric Co-op.
Power Line Adjustment
Burnt Hill-Hooskanaden Creek
Oregon Coast Highway
Curry County

Gentlemen:

Bids on the above titled project will be received on April 17, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the moving of two poles between Highway Engineer's Stations 695 and 708.

It appears that these poles were located on private property under the terms of an unrecorded easement dated August 17, 1950, so that it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of the facilities under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. G. A. Barnhart, Box 551, Gold Beach, who is resident engineer on the project.

Very truly yours,

J. N. DeSOUZA
Assistant Counsel

JND:RM
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. Frank Morgan
Mr. G. A. Barnhart
Mr. F. W. Farrar
Mr. R. L. Porter

NOTED
FORREST COOPER

RECEIVED
APR 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

April 18, 1958

West Coast Telephone Company
354 South Fourth Street
Coos Bay, Oregon

Re: West Coast Telephone Company
Telephone Line Adjustment
Burnt Hill-Mooskamaden Creek
Oregon Coast Highway
Curry County

Gentlemen:

Bids on the above titled project were received on April 17, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

The adjustment involves the moving of your line which is located on power poles owned by the Coos-Curry Co-op., 71 West First Street, Coquille, Oregon, between Highway Engineer's Stations 695 and 708.

It appears that these poles were located on private property so that it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustment of your facilities under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. G. A. Barnhart, Box 551, Gold Beach, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RH
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. Frank Morgan
Mr. G. A. Barnhart
Mr. F. W. Farrar
Mr. R. L. Porter

RECEIVED
APR 21 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT 15 1958
FOR FILING

FORM 230—50M—2-57—1476

[illegible] (3)

5204

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 10, 1958

435

SUBJECT: Throughway Agreement
Burnt Hill-Hooskanaden Section
Oregon Coast Highway
Curry County

To: G. S. Paxson
Ass't State Highway Engineer

OFFICE

Attached hereto, are six copies of the above named throughway agreement as per your request of April 3,1958. We have attached the one exhibit map sent to our file copy and understand County and City Relations will furnish additional maps when available.

Additional copies of this agreement are available.

R. A. Holland
ROBERT A. HOLLAND
Staff Attorney

RAH:mmb
Attachments
cc: L. I. Lindas

NOTED
G. S. PAXSON

4/11/58
Two approved copies
taken by John Graham
Pauline

RECEIVED
APR 11 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 4 1958
FOR FILING

EP-124(5)

[illegible]

Salem, Oregon
April 3, 1958

Throughway Agreement
Burnt Hill-Hooskanaden Section
Oregon Coast Highway
Curry County

Mr. Leonard I. Lindas
OFFICE

The State Highway Commission plans to call for bids on the subject named project at its bid reading April 17 in Salem. This section is to be constructed as a throughway so it is requested that an agreement be prepared covering the following points:

RECITALS: Standard paragraphs.

THINGS TO BE DONE BY STATE:

1. State shall close an unnamed county road at a point opposite to and easterly from Highway Engineer's Center Line Survey Station approximately 767+50 as shown by means of a red line on the attached Exhibit "A."

THINGS TO BE DONE BY COUNTY:

1. County consents to the closure of that certain unnamed county road as described and set forth in paragraph 1 under THINGS TO BE DONE BY STATE.

2. County agrees not to construct any roads running into or intersecting the throughway without the written approval of the State.

Please prepare six copies of the agreement in addition to any required by the Legal Division. One copy of the exhibit is attached for your information in preparing the agreement. Copies of the exhibit will be furnished by County and City Relations when available.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm
Att.

cc: Tom Edwards
C. G. Swenson

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3, 1958

SUBJECT: Throughway Agreement
Burnt Hill-Hooskanaden Creek Section
Oregon Coast Highway No. 9
Curry County

To: Mr. G. S. Paxson
OFFICE

Attached is a suggested draft to the Legal Division requesting preparation of the subject named agreement. The draft has been approved by ~~D. J. Barbee~~.
Tom Edwards

John D. Graham

John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

RECEIVED
APR 4 1958
FOR FILING

File

OREGON DISTRICT
BF-124(13)
08-35
5204

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

April 2, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project BF-124(13), Burnt Hill-Hooskanaden Creek Section of the Oregon Coast Highway. This is to authorize your advertising for bids.

Concurrence in award of contract will be withheld pending notification that all rights-of-way or rights-of-entry have been acquired.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

7071-534 Portland-Vancouver Folder #4
Interstate (I-5) Br. 1959
75205 over Col. R. - [illegible] 19[illegible]

C & A 2048

RECEIVED
18 1961
FOR FILING
771-524
5205

December 13, 1961

Mr. D. B. Hedges, Executive Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Sir:

I return herewith four copies of your Certificate concerning final cost payments due on construction, reconstruction, and alteration of the Vancouver-Portland Interstate Toll Bridge, approved as to correctness.

I would call your attention to the Certificate signed by Mr. Bugge. In the last paragraph it is stated that Contract 5205 was completed on July 31, 1960. Our records, and I believe your records also, show that this completion date was August 4, 1960. The acceptance date of August 18, 1960, by the Highway Commission is correct.

Very truly yours,

Forrest Cooper
State Highway Engineer

By

G. S. Paxson
Deputy State Highway Engineer

GSP:ms
enc.

cc Mr. Forrest Cooper

ALBERT D. ROSELLINI, Governor
Chairman of Authority
CHARLES HODDE, Director
Department of General Administration
ERNEST COWELL, Chairman
State Highway Commission
ERNEST J. KETCHAM, Member
State Highway Commission
RICHARD H. DOUGLAS, Member

STATE OF WASHINGTON

W. A. BUGGE, Director of Highways
Ex Officio Member
D. B. HEDGES
Executive Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

December 8, 1961

Mr. G. S. Paxson
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

In accordance with the provisions of Section 15, Sub-section D, Washington Toll Bridge Authority Resolution No. 312, which authorized the issuance of the Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, 1958, it is specifically provided as follows:

> "..... and a certificate executed by the Secretary of the Authority and approved by the Oregon State Highway Commission or its authorized representative to the effect that all liabilities incurred for or in connection with the construction and reconstruction of subject toll bridge facility have been paid or payment therefor provided for."

I am transmitting herewith Certificate prepared by the Attorney General to satisfy the requirements of the afore-mentioned provisions. It is respectfully requested that you evidence your approval on all copies and return to this office for further processing. You may retain one copy for your files.

Likewise, the provisions of the subject resolution require a certification by the Director of Highways with respect to dates of completion and acceptance and the opening of the facility to traffic. The Attorney General has likewise prepared such a certificate which has been executed by Mr. Buggs as Director of Highways for the State of Washington. I am attaching hereto a copy of Mr. Bugge's certificate which you may retain in your files.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

DBH:jkd

Encs.

RECEIVED
1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
DEC 11 1961
OFFICE OF
STATE HIGHWAY ENGINEER

CERTIFICATE

I, D. B. Hedges, in accordance with the provisions of Section 15, Washington Toll Bridge Authority Resolution No. 312, do hereby certify that I am the duly appointed, qualified and acting secretary of the Washington Toll Bridge Authority and that all liabilities incurred for or in connection with the construction, reconstruction and alteration of the Vancouver-Portland Interstate Bridge have been paid and that final costs due on the construction, reconstruction and alteration of said bridge were paid on August 18, 1961.

DATED this 7th day of December, 1961.

D. B. HEDGES, Secretary

APPROVED:

OREGON STATE HIGHWAY COMMISSION

By

G. S. Paxson
Deputy State Highway Engineer

CERTIFICATE

I, William A. Bugge, Director of Highways of the State of Washington, in accordance with the provisions of Section 15, Washington Toll Bridge Authority Resolution No. 312, do hereby certify that the contracts for the construction of the Vancouver-Portland Interstate Toll Bridge were completed and accepted in the following manner:

Contract No. 4653, Columbia River (West Bridge) and Oregon Slough bridge completed July 9, 1958; accepted by the Highway Commission on July 31, 1958. ✓

Contract No. 5026, Grading and paving the Interstate Bridge-Oregon Slough section was completed June 30, 1958; accepted by the Highway Commission on December 11, 1958. ✓

Contract No. 5312, Landscaping Columbia River to Slough Bridge section was completed June 15, 1959; accepted by the Highway Commission on August 13, 1959. ✓

Contract 5468, Toll collection equipment work was completed January 16, 1960; accepted by the Highway Commission April 21, 1960. ✓

Contract 5518, Toll plaza building was completed January 25, 1960; accepted by the Highway Commission on March 10, 1960. ✓

Contract No. 5532, Area signing and lighting completed May 12, 1960; accepted by the Highway Commission on June 2, 1960. ✓

Contract No. 5620, Miscellaneous landscaping completed on June 9, 1960; accepted by the Highway Commission on August 18, 1960. ✓

[illegible] 4

That all work on the over-all project contract (No. 5205) was completed on July 31, 1960 and accepted by the Highway Commission on August 18, 1960; that said bridge was duly opened for traffic on January 10, 1960 and has remained open since that date.

DATED this 1st day of [illegible], 1961.

W. A. BUGGE, Director of Highways

RECEIVED
AUG 22 1961
FOR FILING

August 22, 1961

Mr. Wilbur K. Wilson
Attorney at Law
506 Executive Building
Portland 4, Oregon

Dear Sir:

State Highway Contract No. 5205, awarded to General Construction Co. for construction of the Interstate Bridge across the Columbia River at Portland, was accepted by the State Highway Commission August 18, 1960.

Our records indicate that the claim of John Mohr & Sons against this contract was filed with the Secretary of State on January 31, 1961.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:fp

WILBUR K. WILSON
ATTORNEY AT LAW
506 EXECUTIVE BUILDING
PORTLAND 4, OREGON
CAPITOL 6-3918

August 21, 1961

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Re: State Highway Department
Contract No. 5205 for
Interstate Bridge in
Multnomah County, Oregon
and Clark County, Washington

Gentlemen:

I represent John Mohr & Sons of Chicago, Illinois, who furnished the Sawyer Yielding Barricades for the above contract. This equipment was furnished to Olson Electric Company of Vancouver, Washington, subcontractors under General Construction Company, the prime contractor.

Your files will reflect that John Mohr & Sons has a claim against Olson Electric Company for the unpaid balance due for this equipment. We are now prosecuting an action against the surety for recovery of the unpaid balance. In this connection, I would appreciate your advising me by return mail of the date on which the State Highway Department formally accepted the work under General Construction Company's prime contract.

Thank you for your cooperation.

Very truly yours,

Wilbur K Wilson
Wilbur K. Wilson

WKW''vp

RECEIVED
AUG 22 1961
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 9 1961
FOR FILING
[illegible]
5205

June 8, 1961

Mr. D. B. Hedges, Executive Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

Mr. C. E. Maison, our Auditor, today mailed you our check in the amount of $75,903.42, being the final payment from the Army Engineers of their contribution under the Truman-Hodges Act on the Interstate Bridge between Portland and Vancouver. The following is an explanation of the difference between the final payment from the Engineers and our billing.

In the estimate prepared prior to the doing of the work we had estimated 17,000 tons of riprap, while we actually used 15,034.17 tons, or a reduction in cost of $6,880.41. After contingencies were added and this saving in cost apportioned 50-50 to the United States and the two states, the reduction of $3,956.23 is indicated for federal participation.

In the original estimate we had shown a salvage value of $20,532.00 for the steel spans which were removed. In our sale we actually received $31,130.32. All of these additional receipts are applied to a reduction of the federal participation. This results in a total reduction of federal participation of $14,554.55.

We have gone over this with the U.S. Engineers and I believe that their analysis of the matter is correct. As discussed with you over the telephone, I recommended that we accept their payment as satisfying all of our demands against them.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ms
cc Mr. W. C. Williams

FORM E-129-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

June 8, 1961

Mr. D. B. Hedges, Executive Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

We are enclosing herewith our check No. M 9063 in the amount of $75,903.42 representing final payment from the U. S. Corps of Engineers for cooperation work on the East Bridge of the Portland - Vancouver Interstate Bridges.

Very truly yours,

C. H. Maison
Auditor

CHM:hs

Enclosure

cc: G. S. Paxson
John Herr

Form A-1907 -3M-8-56

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No.

Date April 28, 1961

Your Req. No.

Billing Request No.

Credit distribution:

U. S. Army, Engineer
District, Portland
628 Pittock Block
Portland, Oregon

Interstate (East) Bridge over Columbia River
Final Statement of Co-operative work per order of
apportionment, 5/21/58

Item No.	Contract Item	Unit	Unit Price	Quantity	Amount
1	Alter Pier 4	All	180,000	All	180,000
2	Alter Pier 6	All	180,000	All	180,000
3	Alter Pier 7	All	180,000	All	180,000
4	Alter Pier 8	All	180,000	All	178,000
5	Alter Pier 9	All	178,000	All	16,400
6	Alter Pier 10	All	16,400	All	43,600
7	Remove Pier 5	All	43,600	All	80,000
8	Remove Spans 5 & 6	All	80,000	All	675,800
10	Spans 5/6 in place	All	675,000	All	83,000
11	Alter span 4	All	83,000	All	174,000
12	Alter span 7 & 8	All	174,000	All	28,000
13	Alter span 9	All	28,000	All	20,000
14	Alter span 10	All	20,000	All	11,000
15	Alter span 11	All	11,000	All	3,500
16	Alter span 12	All	3,500	All	59,500
22	Riprap	Ton	3.50	17,000	

Sub-Total Contract		2,092,800
15% Engineering & Contingencies		313,920
TOTAL		$2,406,720
50% Federal Co-operation		1,203,360
Less service life and salvage		
Expired service life		
2 spans 41/100 of 73,258	30,036	
1 pier 41/100 of 23,144	9,489	
Salvage 2 steel spans		
1,026.6 Tons of $20	20,532	60,057
Total Federal Co-operation		1,143,303.00
Prev. Billings & Payments		1,052,815.03
FINAL BILL		$ 90,487.97
Less deduction per Schedule "A" attached		- 14,554.55
		75,903.42

Schedule A
To Audit Report No. NFP 68-61, Interstate Bridge Order of Apportionment, Oregon State Highway Department

General Construction Company
Contract Items

No.	Item	Unit Price	Amount Billed Quantity	Amount Billed Amount	Actual Costs Quantity	Actual Costs Amount	Differences
1.	Alter Pier 4		All Req'd	$180,000.00	All Req'd	$180,000.00	
2.	Alter Pier 6		"	180,000.00	"	180,000.00	
3.	Alter Pier 7		"	180,000.00	"	180,000.00	
4.	Alter Pier 8		"	180,000.00	"	180,000.00	
5.	Alter Pier 9		"	178,000.00	"	178,000.00	
6.	Alter Pier 10		"	16,400.00	"	16,400.00	
7.	Remove Pier 5		"	43,600.00	"	43,600.00	
8.	Remove Spans 5 & 6		"	80,000.00	"	80,000.00	
10.	Spans 5 & 6 in place		"	675,800.00	"	675,800.00	
11.	Alter Span 4		"	83,000.00	"	83,000.00	
12.	Alter Spans 7 & 8		"	174,000.00	"	174,000.00	
13.	Alter Span 9		"	28,000.00	"	28,000.00	
14.	Alter Span 10		"	20,000.00	"	20,000.00	
15.	Alter Span 11		"	11,000.00	"	11,000.00	
16.	Alter Span 12		"	3,500.00	"	3,500.00	
22.	Riprap(½ of total Quantity)	$3.50	17,000 T	59,500.00	15,034.17T.	52,619.59	$ 6,880.41
	Contract cost of alteration			2,092,800.00		2,085,919.59	6,880.41
	plus 15% engineering & contingencies			313,920.00		312,887.94	1,032.06
	Total			2,406,720.00		2,398,807.53	7,912.47
	50% to be borne by United States			1,203,360.00		1,199,403.77	3,956.23
	Less depreciation and salvage						
	Expired service life						
	2 spans 41/100 of $73,258			30,036.00		30,036.00	0
	1 pier 41/100 of 23,144			9,489.00		9,489.00	0
	Total depreciation			39,525.00		39,525.00	0
	Salvage steel, spans 5 & 6 estimated weight 513.3 Tons each @ $20.00	@ $20.00	1026.6 Tons	20,532.00	837.2866 Tons @ $37.16	31,130.32	10,598.32
	Total Federal cooperation			$1,143,303.00		$1,128,748.45	$14,554.55

Summary of Adjustment of Oregon State Highway Department Final Bill dated April 28, 1961:

Amount of final bill	$90,457.97
Less above adjustments	14,554.55
Net amount recommended for payment	$75,903.42

RECEIVED
FEB 6 1961
FOR FILING

7971-534

5205

T

February 3, 1961

Travelers Indemnity Co.
700 Main Street
Hartford 15, Conn.

Gentlemen:

We have received notification dated January 31, 1961, from the Secretary of State, informing us that the amended claim of John Mohr & Sons in the amount of $4,512.17 for the supplying of two Sawyer Yielding Barricades to Olson Electric Co., subcontractor, has now been filed in his office, his file No. 3766. This is in connection with State Highway Contract No. 5205 with General Construction Co. for the Interstate Bridge reconstruction on the Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

A description of this claim was outlined in our letter to you of January 30.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

January 31, 1961

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from you and filed as of this date, an Amendment to Notice of Claim dated January 26, 1961 from Wilbur K. Wilson, Attorney in Portland on behalf of John Mohr & Sons, for manufacturing and supply of two Sawyer Yielding Barricades under State Highway Contract No. 5205 with General Construction Co. in connection with the reconstruction of the Interstate Bridge on the Pacific Highway in Multnomah County, Oregon and Clark County, Washingtonin the the sum of $4,512.17

We are enclosing three copies of the Amendment to Notice of Claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
FEB - 2 1961
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

FORM E-123-X

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 30, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is an Amendment to Notice of Claim, dated January 26, received from Wilbur K. Wilson, attorney in Portland, on behalf of his clients, John Mohr & Sons, for manufacturing and supply of two Sawyer Yielding Barricades under State Highway Contract No. 5205 with General Construction Co. in connection with the reconstruction of the Interstate Bridge on the Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

This amendment lists the statutory agent as Mr. Phil Grossmayer, Equitable Building, Portland 4, and reduces the original claim from $19,500 to $4,512.17.

Please acknowledge receipt of this amendment of claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

RECEIVED
JAN 31 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
FEB - 2 1961
OREGON
STATE HIGHWAY COMMISSION

AMENDMENT TO NOTICE OF CLAIM

To The Clerk of the State Highway Department, State of Oregon

This is to amend the Notice of Claim dated December 2, 1960, given to the State Highway Department by John Mohr & Sons in connection with the claim of John Mohr & Sons for the manufacturing and supplying of two Sawyer Yielding Barricades under Contract No. 5205 between the Oregon State Highway Department and General Construction Company in connection with construction of the Interstate Bridge between Multnomah County, Oregon, and Vancouver, Washington. This is to amend the aforementioned claim in two particulars: (a) the name of the insurance company furnishing the bond of General Construction Company on the above described project is the Travelers Indemnity Company, its statutory agent being Mr. Phil Grossmayer, Equitable Building, Portland 4, Oregon, and (b) the amount of the claim, by virtue of a payment on account made to John Mohr & Sons since furnishing of the original Notice of Claim, is reduced from $19,500.00 to $4,512.17.

Dated this 26th day of January, 1961.

File # 3766

FILED
JAN 31 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

JOHN MOHR & SONS

By Wilbur K. Wilson
Wilbur K. Wilson, Attorney for
John Mohr & Sons

STATE OF OREGON)
)ss
County of Multnomah)

I, Wilbur K. Wilson, being first duly sworn, on oath, depose and say: That I am the attorney for John Mohr & Sons, that I have read the above and foregoing Amendment to Notice of Claim, that I know the contents thereof, and that the statements made therein are true to the best of my knowledge.

Wilbur K. Wilson

Subscribed and sworn to before me this 26 day of January, 1961.

Notary Public for Oregon
[illegible]ission Expires: 5-[illegible]

RECEIVED
JAN 31 1961
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 31 1961
FOR FILING

7971-534

[illegible]

January 30, 1961

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is an Amendment to Notice of Claim, dated January 26, received from Wilbur K. Wilson, attorney in Portland, on behalf of his clients, John Mohr & Sons, for manufacturing and supply of two Sawyer Yielding Barricades under State Highway Contract No. 5205 with General Construction Co. in connection with the reconstruction of the Interstate Bridge on the Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

This amendment lists the statutory agent as Mr. Phil Grossmayer, Equitable Building, Portland 4, and reduces the original claim from $19,500 to $4,512.17.

Please acknowledge receipt of this amendment of claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD

CWH:fp

RECEIVED
JAN 31 1961
FOR FILING

7971-534
[illegible]

January 30, 1961

Travelers Indemnity Co.
700 Main St.
Hartford 15, Conn.

Gentlemen:

An Amendment to Notice of Claim, dated January 26, has been received from Wilbur K. Wilson, attorney in Portland, on behalf of his clients, John Mohr & Sons, in connection with State Highway Contract No. 5205 with General Construction Co. for reconstruction of the Interstate Bridge on the Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

This amendment lists the statutory agent as Mr. Phil Grossmayer, Equitable Building, Portland 4, and reduces the original claim from $19,500 to $4,512.17.

This Amendment to Notice of Claim has been forwarded to the Secretary of State for filing. Attached is a copy of it.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

Mr. Phil Grossmayer
Equitable Building
Portland 4, Oregon

General Construction Co.
4850 N. W. Front Ave.
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

CWH:fp

RECEIVED
JAN 31 1961
FOR FILING

7971-534
5205

January 30, 1961

Mr. Wilbur K. Wilson
Attorney at Law
506 Executive Building
Portland 4, Oregon

Dear Sir:

This is to acknowledge receipt of the Amendment to Notice of Claim of your clients, John Mohr & Sons, in connection with their claim for manufacturing and supplying of two Sawyer Yielding Barricades under Contract No. 5205 between the Oregon State Highway Department and General Construction Company for reconstruction of the Interstate Bridge on the Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

This amendment lists the statutory agent as Mr. Phil Grossmayer, Equitable Building, Portland 4, and reduces the amount of the claim from $10,500 to $4,512.17.

So that there will be no misinterpretation of the law, we are forwarding this Amendment to Notice of Claim to the Secretary of State for filing.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

AMENDMENT TO NOTICE OF CLAIM

To The Clerk of the State Highway Department, State of Oregon

This is to amend the Notice of Claim dated December 1, 1960, given to the State Highway Department by John Mohr & Sons in connection with the claim of John Mohr & Sons for the manufacturing and supplying of two Sawyer Yielding Barricades under Contract No. 5205 between the Oregon State Highway Department and General Construction Company in connection with construction of the Interstate Bridge between Multnomah County, Oregon, and Vancouver, Washington. This is to amend the aforementioned claim in two particulars: (a) the name of the insurance company furnishing the bond of General Construction Company on the above described project is the Travelers Indemnity Company, its statutory agent being Mr. Phil Grossmayer, Equitable Building, Portland 4, Oregon, and (b) the amount of the claim, by virtue of a payment on account made to John Mohr & Sons since furnishing of the original Notice of Claim, is reduced from $19,500.00 to $4,512.17.

Dated this 26th day of January, 1961.

JOHN MOHR & SONS

By Wilbur K. Wilson
Wilbur K. Wilson, Attorney for
John Mohr & Sons

STATE OF OREGON)
)ss
County of Multnomah)

I, Wilbur K. Wilson, being first duly sworn, on oath, depose and say: That I am the attorney for John Mohr & Sons, that I have read the above and foregoing Amendment to Notice of Claim, that I know the contents thereof, and that the statements made therein are true to the best of my knowledge.

Wilbur K. Wilson

Subscribed and sworn to before me this 26 day of January, 1961.

Notary Public for Oregon
My Commission Expires: 5-1-61

RECEIVED
JAN 4 1961
FOR FILING
1971 - [illegible]
5205

January 3, 1961

Mr. Wilbur K. Wilson
Attorney at Law
506 Executive Building
Portland 4, Oregon

Dear Sir:

As requested in your telephone conversation of December 30, we are attaching certified copies of the contract and performance bond pages covering the General Construction Company Contract No. 5205 for Interstate Bridge reconstruction on the Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

December 28, 1960

Wilbur K. Wilson
Attorney at Law
506 Executive Building
Portland 4, Oregon

Dear Mr. Wilson:

This is to acknowledge your letter of December 27, 1960 and attached Affidavit requesting a certified copy of the contract and bond covering the General Construction Company Contract 5205, bridge reconstruction, Interstate Bridge, Pacific Highway in Multnomah County, Oregon and Clark County, Washington.

We do not have an extra copy of this contract; however, we can comply with your request by making a photocopy of the contract and bond. The charge for this service would be $12.10. Please inform us if you wish us to proceed with this request.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH:mb

12/30/60
Rec-tel- call from MR. Wilson
saying a certified copy of the
bond would be Ok.
CH.

WILBUR K. WILSON
ATTORNEY AT LAW
806 EXECUTIVE BUILDING
PORTLAND 4, OREGON
CAPITOL 6-3918

December 27, 1960

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Re: Contract No. 5205
Interstate Bridge

Gentlemen:

Please refer to a letter dated December 2, 1960, from Bishop, Burdett, Falasz & Doherty of Chicago, Illinois, addressed to your office in connection with a claim of John Mohr & Sons in the amount of $19,500, arising out of materials furnished on the above project.

I represent John Mohr & Sons who has furnished me a copy of your letter of December 8, 1960, to their attorneys, Bishop, Burdett, Falasz & Doherty.

This matter has not yet been settled and I enclose herewith an affidavit as required by ORS 279.512 and request that a certified copy of the contract and bond be furnished to me.

Very truly yours,

Wilbur K. Wilson
Wilbur K. Wilson

WKW:vp

Enc.

cc: Bishop, Burdett, Falasz & Doherty

RECEIVED
[illegible] 8 1960
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT

STATE OF OREGON)
)ss
County of Multnomah)

I, Wilbur K. Wilson, of 506 Executive Building, Portland 4, Oregon, being first duly sworn, do hereby state and depose as follows:

1. That I am the attorney for John Mohr & Sons of 3200 E. 96th Street, Chicago 17, Illinois.

2. That I have been requested by the said John Mohr & Sons to handle certain matters in connection with their claim arising out of materials supplied to Olson Electric Company of Vancouver, Washington, for installation on the Interstate Bridge for the Oregon State Highway Department, Contract No. 5205.

3. That John Mohr & Sons has a claim in the amount of $19,500.00 as the balance due for the furnishing of two Sawyer Yielding barricades on said project and that this claim has not been paid.

4. That this claim is for materials supplied for the prosecution of the work provided for in the prime contract between the Oregon State Highway Department and General Construction of Portland, Oregon.

5. That this affidavit is prepared pursuant to ORS 279.512 and 279.515 for the purpose of obtaining certified copies of the prime contract and the statutory bond applicable to the contract.

Executed at Portland, Oregon, this 27th day of December, 1960.

Wilbur K Wilson

Subscribed and sworn to before me this 27th day of December, 1960.

Notary Public for Oregon
My Commission Expires: 5-1-61

December 6, 1960

Bishop , Burdett, Falasz & Doherty
Board of Trade Building
Chicago 4, Illinois

Attention: Mr. Burton E. Ericson

Gentlemen:

This is to acknowledge receipt of your letter of November 28 and attached affidavit requesting a certified copy of Contract No. 5205 and bond covering the Interstate Bridge reconstruction.

The prime contractor on this job was General Construction Co., 4850 N. W. Front Ave., Portland, Oregon.

Our Bridge Division does not have an extra copy of this contract. However, we can comply with your request by making a photocopy of the contract and bond. The charge for this service would be $12.10. Please inform us if you wish to have this done.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

LAW OFFICES
BISHOP, BURDETT, FALASZ & DOHERTY
BOARD OF TRADE BUILDING
TELEPHONE HARRISON 7-3215
CHICAGO 4, ILL.

JOHN H. BISHOP
ROBERT J. BURDETT
JOHN M. FALASZ
WILLIAM M. DOHERTY
BURTON E. ERICSON

November 28, 1960

Chief Clerk
State of Oregon Highway Department
Portland, Oregon

Re - Interstate Bridge - Contract No.
5205, State of Oregon Highway
Department
Contractor: General Construction Co.
Subcontractor: Olsen Electric Co.

Dear Sir:

Our client, John Mohr & Sons, manufactured and supplied to Olsen Electric Company two Sawyer yielding barriers for installation at the interstate bridge under the above contract. We propose to file a notice of claim for the balance of the purchase price due and owing to our client in the amount of $19,500.00.

We request a certified copy of the contract and bond on this job. Enclosed herewith is affidavit in support of this request.

If there are any charges for your services, please send a bill along with the documents requested and we will remit by return mail.

Yours very truly,

Burton Ericson
Burton E. Ericson

BEE:nan
Enc.

RECEIVED
DEC - 5 1960
OREGON
STATE HIGHWAY COMMISSION

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110
1210

AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

NOW COMES BURTON E. ERICSON, being first duly sworn on oath, deposes and says as follows:

He is an attorney and agent for JOHN MOHR & SONS, an Illinois corporation, with offices at 3200 E. 96th Street, Chicago 17, Illinois, and as such agent and attorney has full knowledge of the facts contained herein;

Under an agreement between it and Olsen Electric Co., of Vancouver, Washington, JOHN MOHR & SONS manufactured and shipped to the said Olsen Electric Co. two (2) Sawyer yielding barriers, contract No. 5205, State of Oregon Highway Department; and there is now past due and owing the balance of the purchase price of said barriers in the amount of $19,500.00, no part of which balance has been paid to date.

JOHN MOHR & SONS did manufacture and supply as aforesaid materials for the prosecution of the work provided in said contract No. 5205, State of Oregon Highway Department.

Burton E. Ericson
Burton E. Ericson

Subscribed and sworn to
before me this 29
day of November, 1960.

[illegible]
Notary Public

RECEIVED
DEC 14 1960
FOR FILING
7971-[illegible]
[illegible]

December 13, 1960

Travelers Indemnity Co.
700 Main Street
Hartford 15, Connecticut

Gentlemen:

We have received notification dated December 9, 1960, from the Secretary of State informing us that the claim of John Mohr & Sons, in the amount of $19,500, against the bond from General Construction Co. on State Highway Contract #5205 hasnow been filed in his office, his File No. 3742.

A description of this claim was outlined in our letter to you of December 8.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

December 9, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received and filed as of this date, from John Mohr & Sons, a notice of claim for manufacturing and supplying two Sawyer Yielding Barriers in the sum of $19,500.00 against the bond taken from General Construction Compnay and the surety on its bond, which materials were used in the construction of the Oregon-Washington Interstate Bridge. State Highway Contract No. 5205.

We are enclosing three copies of the claim for your information and files.

✓ Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo O Stephens
Public Records Section

GS:FK
Enc.

NOTED
FLOYD QUERY

RECEIVED
DEC 12 1960
OREGON
STATE HIGHWAY COMMISSION

FORM E-123-X 78M 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 8, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $19,500 received from Bishop, Burdett, Falasz & Doherty, attorneys in Chicago, Illinois, on behalf of their client, John Mohr & Sons, for two Sawyer Yielding Barriers furnished to Olson Electric Co., subcontractor, Vancouver, Wn.

This appears to be in connection with General Construction Co. Contract No. 5205 for the Interstate Bridge reconstruction on the Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

RECEIVED
DEC 9 - 1960
H[illegible] APPLING, JR.
[illegible]TARY OF STATE

NOTICE OF CLAIM

TO: Clerk of the State Highway Department
State of Oregon

Notice hereby is given that the undersigned JOHN MOHR & SONS has a claim for manufacturing and supplying two (2) Sawyer Yielding Barriers, per specifications under contract No. 5205 with State of Oregon Highway Department, in the sum of NINETEEN THOUSAND FIVE HUNDRED DOLLARS ($19,500.00) against the bond taken from General Construction Company and the surety on its bond, which materials were used in the construction of the Oregon-Washington Interstate Bridge.

This Notice of Claim is presented within a six (6) month period following the date of acceptance of the above project, and is presented in accordance with the applicable statute of the State of Oregon relating to claims of contractors and material men on public works and improvements.

Dated this 2nd day of December, 1960.

File #3742

FILED
DEC 9 - 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

JOHN MOHR & SONS
By Burton E. Ericson
Attorney and agent

BURTON E. ERICSON, being first duly sworn on oath deposes and says that he is attorney and agent for JOHN MOHR & SONS, that he has read the above and foregoing claim, knows the contents thereof, and that the statements made therein are true in substance and in fact.

Burton E. Ericson

Subscribed and sworn to before me
this 2nd day of December, 1960.

Alice E. Sandstrom
Notary Public

RECEIVED
DEC - 9 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 9 - 1960
FOR FILING
1971 - [illegible]
[illegible]

December 8,1960

Bishop, Burdett, Falasz & Doherty
Board of Trade Building
Chicago 4, Illinois

Attention: Mr. Burton E. Ericson

Gentlemen:

This is to acknowledge receipt of your letter of December 2 and attached claim of your client, John Mohr & Sons, in the amount of $19,500.00 for the purchase price of two Sawyer Yielding Barriers furnished to Olson Electric Co., Vancouver, Wn., for use on the Interstate Bridge.

This appears to be in connection with General Construction Co. Contract No. 5205 for the Interstate Bridge reconstruction on the Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 5, 1960

SUBJECT: Interstate East Bridge Reconstruction
Prefix: 7971-534
Contract: 5205
Bridge No: 1377-A

To: Mr. Ivan Merchant
Bridge Engineer
State Highway Department
Salem, Oregon

The enclosed Notice of Claim is being forwarded for appropriate action.

Alfred A. Rear
ALFRED A. REAR
Assistant Metropolitan Engineer

AAR/bh
Encl.
cc: R. Shotwell

Cle,
please rep'g

RECEIVED
DEC 7 1960
OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

LAW OFFICES
BISHOP, BURDETT, FALASZ & DOHERTY
BOARD OF TRADE BUILDING
TELEPHONE HARRISON 7-3215
CHICAGO 4, ILL.

JOHN H. BISHOP
ROBERT J. BURDETT
JOHN M. FALASZ
WILLIAM M. DOHERTY
BURTON E. ERICSON

December 2, 1960

Clerk of the State Highway Department
State of Oregon
Portland, Oregon

Re: Oregon-Washington Interstate Bridge
Contract No. 5205

Dear Sir:

Enclosed is Notice of Claim to be filed herewith in your office on the above contract.

As the claim denotes, there is owing John Mohr & Sons a balance of $19,500.00 on the purchase price of two (2) Sawyer Yielding Barriers ordered by Olson Electric Company of Vancouver, Washington for use on the Interstate Bridge.

Copies of this letter and Notice of Claim are being sent to General Construction Company and the surety on this bond.

Yours very truly,

Burton Ericson

Burton E. Ericson

BEE/cs
Encls.

cc - General Construction Co. -
A. J. Johannesen

Clarence D. Porter

RECEIVED
DEC 7 1960
OREGON STATE HIGHWAY DEPARTMENT
BRIDGE DIVISION

71

RECEIVED
DEC 9 - 1960

FOR FILING
1971-534

525

December 8, 1960

Travelers Indemnity Co.
700 Main St.
Hartford 15, Connecticut

Gentlemen:

A letter, dated December 2, with claim attached has been received from Bishop, Burdett, Falasz & Doherty, attorneys in Chicago, on behalf of their client, John Mohr & Sons, advising that Olson Electric Company, subcontractor, owes them for two Sawyer Yielding Barriers in the amount of $19,500.

This appears to be in connection with General Construction Co. Contract No. 5205 for the Interstate Bridge reconstruction on the Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

General Construction Co.
4850 N. W. Front Ave.
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper
CWH:fp

NOTED ON CARD
dc

RECEIVED
SEP 30 1960
FOR FILING

September 29, 1960

General Construction Co.,
4850 NW Front Avenue
Portland
Oregon

Gentlemen:

The State Highway Commission at its meeting held on September 29, 1960, had under discussion your request for an extension of time of 13 additional workdays from July 31, 1960, to August 13, 1960, within which to complete your contract #5205 without the assessment of liquidated damages, for reconstruction of the Interstate Bridge on Pacific Highway in Multnomah County.

We are pleased to inform you that the Highway Commission granted you an extension of time up to and including August 4, 1960, the date of completion, without the assessment of liquidated damages. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Lloyd P. Shaw
Robert Shotwell
Ivan D. Merchant
R. L. Porter
C. H. Maison

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SEP [illegible] 1960
FOR FILING

7971 234

5265

September 12, 1960

Request for Extension of Time
No. 5
September 29-30, 1960 Meeting

Oregon State Highway Commission

Gentlemen:

Re: Interstate (East) Bridge Reconstruction
Contract No. [illegible]

General Construction Company, contractor on the above project, has requested an extension of time from July 31, 1960 to August 13, 1960 in which to complete the painting work on the above contract without assessment of liquidated damages. A copy of the request for extension of time is attached.

The contractor's request is based on the fact that strikes in suppliers' plants and in the trade unions on the job prevented him from completing the work within the specified completion time.

Specified dates for completion of the work are quoted from the contract as follows:

> "All work on the project shall be completed to a stage that will permit its use by traffic on or before December 31, 1959.
>
> "If weather conditions are such that painting of structural steel and other work that will not interfere with traffic or operation of the structure cannot be completed during the winter months of 1959, this work may be carried over to favorable weather conditions in 1960, completing all work on the project on or before July 31, 1960."

Conditions pertaining to this request are as follows:

In spite of an 82 workday delay caused by strikes, the contractor met the first required completion date with only an eight-day delay and at a meeting of the Highway Commission held on May 10, 1960 an eight-day extension of time beyond December 31, 1959 was granted without assessment of liquidated damages.

In planning for the completion of the painting work, considering the amount of work to be done, convenience and possible hazards to traffic, et cetera, we indicated to the contractor that the structure would be closed to traffic for uninterrupted painting operations on June 6, 1960, and that he must plan and man the work to complete it by July 31, 1960, the specified contract completion date. Due to unsettled weather conditions at that time, and Portland's impending Annual Rose Festival and resultant increase in traffic, we delayed closure of the structure until June 20, 1960, some 14 days later than originally planned. By vigorous prosecution of the work, the contractor was able to complete the work on August 4, 1960, with a four-day overrun of the contract completion date.

It is my recommendation that the contractor be granted an extension of time from the specified completion date to and including August 4, 1960 without assessment of liquidated damages and that August 4, 1960 be declared as the completion date for all work on the contract.

Reconstruction of the Interstate (East) Bridge is a project handled jointly by agreement between the State of Oregon, the State of Washington, and the Washington Toll Bridge Authority. A copy of the State of Washington's letter of August 17, 1960 concurring in the above recommendation is attached.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

(Bridge) GSP:FC: me

Enclosure

cc Mr. G. S. Paxson
Mr. Ivan Merchant

COPY

WASHINGTON

STATE HIGHWAY COMMISSION

DEPARTMENT OF HIGHWAYS

W. A. Bugge, Director

Transportation Building
Olympia

August 17, 1960

Mr. W. C. Williams
State Highway Engineer
State of Oregon
Salem, Oregon

Re: Reconstruction of Interstate Bridge

Dear Sir:

In response to your letter of August 11, 1960 advising of General Construction Company's request for an extension of time on their contract to complete the painting on the reconstructed Interstate East Bridge, we concur that the circumstances outlined by you, giving rise to the overtime, warrants the granting of the extension and approval is given to the extension of the contractor's time without the imposition of liquidated damages from August 1, 1960 to August 4, 1960 and that the August 4, 1960 date will constitute the completion for work on the contract.

Very truly yours,

W. A. BUGGE
Director of Highways

/s/ C. C. Nichols

By: C. C. NICHOLS
Engineer for Toll Facilities

WAB/eg
CCN

[illegible] to Mayson 9/19/60

RECEIVED
1960
FOR FILING
7971-534

WASHINGTON TOLL BRIDGE AUTHORITY
VANCOUVER-PORTLAND INTERSTATE TOLL BRIDGE
BALANCE SHEET
AS OF AUGUST 31, 1960

ASSETS

Current Assets: 5205			
Cash on Hand and in Banks:			
Cash in Transit		$ 18,698.58	
Cash on Hand - Change Fund		17,050.00	
Change Fund - Seattle-1st Nat'l Bank, Vancouver		2,950.00	
Construction Fund - Seattle-1st Nat'l Bank, Seattle		318,726.71	
Operating Fund - " " Vancouver		285,188.39	
Refund Account - " " "		606.27	
1956 Revenue Bond Redemption Fund " Seattle		906.73	
1958 " " " "		1,476.51	
Total Cash on Hand and in Banks			$ 645,603.19
Investments:			
1956 Revenue Bond Fund Investments	$ 812,000.00		
Less: Discount on Investments	21,061.82	$ 790,938.18	
1958 Revenue Bond Fund Investments	$ 399,000.00		
Less: Discount on Investments	11,755.90	387,244.10	
1956 Construction Fund Investments	$2,615,000.00		
Premium on Investment	1,182.19		
	$2,616,182,19		
Less: Discount on Investment	24,966.33	2,591,215.86	
Total Investments			3,769,398.14
Accounts Receivable:			
Current Revenues		$ 26,394.73	
Bureau of Public Roads		90,457.97	
Total Accounts Receivable			116,852.70
Total Current Assets			$ 4,531,854.03
Deferred Charges:			
Bond Discount Unamortized	$ 230,960.00		
Less: Discount Amortized to 8/31/60	13,585.84	$ 217,374.16	
Prepaid Insurance	$ 115,051.86		
Less: Earned Premium to 8/31/60	32,845.20	82,206.66	
Total Deferred Charges			299,580.82
Fixed Assets:			
Vancouver-Portland Interstate Toll Bridge - Cost			12,086,677.97
Total Assets			$16,918,112.82

LIABILITIES AND NET WORTH

Current Liabilities:		
Reserve for Current Interest		$ 144,975.60
Fixed Liabilities:		
1956 Bonds Outstanding	$9,300,000.00	
1958 Bonds Outstanding	5,200,000.00	
Total Fixed Liabilities		14,500,000.00
Net Worth:		
Contributed Surplus - Bureau of Public Roads	$1,143,303.00	
Net Revenues as of August 31, 1960	1,129,834.22(1)	
Total Net Worth		2,273,137.22
Total Liabilities and Net Worth		$16,918,112.82

(1) See Profit and Loss Statement

Bonds [illegible] in amount of [illegible] since [illegible] 1961 [illegible]

WASHINGTON TOLL BRIDGE AUTHORITY
VANCOUVER-PORTLAND INTERSTATE TOLL BRIDGE
PROFIT AND LOSS STATEMENT
FOR THE MONTH OF AUGUST, 1960

	August		Previous		To Date	
Gross Revenues:						
Cash Tolls	$137,760.93		$719,314.80		$857,075.73	
Token Tolls - Cash	69,784.00		476,475.56		546,259.56	
Charge Tolls	26,163.20		149,027.00		175,190.20	
Token Tolls - Charge	1,284.00		9,072.00		10,356.00	
Total Gross Revenues		$234,992.13		$1,353,889.36		$1,588,881.49
Less: Refunds and Discounts						
Accounts Receivable Discount	$ 7,124.57		$ 39,635.19		$ 46,759.76	
Cash Fare Refunds	3.56		1,390.17		1,393.73	
Total Refunds and Discounts		7,128.13		41,025.36		48,153.49
		$227,864.00		$1,312,864.00		$1,540,728.00
Less: Operating Expenses						
Salaries	$ 14,421.48		$ 87,342.41		$101,763.89	
Maintenance	-0-		35,018.74		35,018.74	
Miscellaneous	12,636.10		12,421.30		25,057.40	
Insurance	4,105.65		28,739.55		32,845.20	
Total Operating Expenses		31,163.23		163,522.00		194,685.23
		$196,700.77		$1,149,342.00		$1,346,042.77
Add: Other Income						
Interest Earned on Investments		22,610.24		64,718.16		87,328.40
		$219,311.01		$1,214,060.16		$1,433,371.17
Charges Against Revenues:						
Bond Interest	$ 36,243.90		$253,707.21		$289,951.11	
Bond Discount	1,698.23		11,887.61		13,585.84	
Total Charges Against Revenues		37,942.13		265,594.82		303,536.95
		$181,368.88		$ 948,465.34		$1,129,834.22(1)

(1) See Balance Sheet

WASHINGTON TOLL BRIDGE AUTHORITY
VANCOUVER-PORTLAND INTERSTATE TOLL BRIDGE
CLASSIFICATION OF TRAFFIC
AUGUST, 1960

Automobiles and Motorcycles	1,018,044
Passenger Cars with Trailers	17,490
Trucks under 6,000 lbs.	25,123
Single Unit Trucks (over 6,000 lbs.)	38,148
Truck Combinations	31,430
Buses	6,515
Total Vehicles	1,136,750

± 36,700

RECEIVED
SEP 16 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
UG 30 1960
FOR FILING

3471-[illegible]

5205

August 29, 1960

The Travelers Indemnity Company
700 Main Street
Hartford 15, Conn.

Gentlemen:

A letter, dated August 26, 1960, has been received from Hathaway & Arnold, attorneys in Portland, advising that General Construction Company owes their client, A-1 Sand Blasting & Steam Cleaning Co., an amount of $11,873.97 for services and materials furnished to Woodrow T. Burns. This appears to be in connection with State Highway Contract No. 5205 with General Construction Company, prime contractor, for reconstruction of the Interstate Bridge on the Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
C. A. Tomassene & Sons
614 Wilcox Building
Portland 4, Oregon

General Construction Co.
4850 N. W. Front Ave.
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

RECEIVED
AUG 30 1960
FOR FILING

1951-[illegible]

5205

August 29, 1960

Hathaway & Arnold
Attorneys at Law
4111 N. E. Tillamook St.
Portland 13, Oregon

Attention: Mr. Mark A. Hathaway

Gentlemen:

This is to acknowledge receipt of your letter of August 26 stating that the General Construction Company owes your client, A-1 Sandblasting & Steam Cleaning Co., Portland, for services and materials furnished to Woodrow T. Burns in the amount of $11,873.97. From the description this appears to be State Highway Contract No. 5205 with General Construction Co. for bridge reconstruction of the Interstate Bridge on the Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

This contract was completed August 4, 1960, and accepted by the State Highway Commission August 18, 1960. The Travelers Indemnity Company, through C. A. Tomassene & Sons, 614 Wilcox Building, Portland 4, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

The State does not make payment of claims but looks to the prime contractor and the surety for such payment. If you wish to protect your client's claim, it should be filed with the Secretary of State within six months after the contract has been accepted by the Highway Commission. You are no doubt familiar with the procedure for filing claims. However, for your ready reference we are attaching excerpts from the Oregon Laws outlining the filing procedure.

This information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

HATHAWAY & ARNOLD
ATTORNEYS AT LAW
4111 N. E. TILLAMOOK STREET
PORTLAND 13, OREGON
ATLANTIC 2-3205

MARK A. HATHAWAY
RALPH F. ARNOLD

August 26, 1960

State Highway Commission
Salem, Oregon

Gentlemen:

Please be advised that our client, A-1 Sandblasting & Steam Cleaning Co. of this City has performed substantial services on and delivered materials to the Interstate Bridge which crosses the Columbia River between Portland, Oregon and Vancouver, Washington.

These services were performed through contract with Woodrow T. Burns, and the total amount due therefor is the sum of $11,873.97. So that our client will be protected from any loss on this account, it would be most sincerely appreciated if, in your settlement with the General Construction Company, you could make arrangements for the payment of the amount due our client. If it is not possible for you to do this, we would appreciate your so advising this office. Thanks kindly for your courtesy and cooperation in this respect.

Very truly yours,

HATHAWAY & ARNOLD

Mark A. Hathaway

Mark A. Hathaway

MAH:a

cc: General Construction Company
Woodrow T. Burns

RECEIVED
AUG 29 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 1 - 1960

FOR FILING
9971 534

5205

A

Salem, Oregon
August 4, 1960

Mr. Jay Boyd
Metropolitan Office Engineer
Portland, Oregon

Thank you for your memorandum of August 2 relative to a news release on the opening of the Interstate bridge following maintenance painting.

Relative to the distribution, it probably would be well also to include the new Portland Reporter and also the Portland Daily Journal of Commerce. Also, any releases made to television should also go to KPTV.

In this way we will have complete coverage and also avoid any criticism of favoritism toward any particular papers or stations.

Thank you for your information.

Gene Huntley, Director
Personnel and Public Relations

GH:arm

cc: Mr. Ivan Merchant
Mr. Tom Edwards

FORM E-30X—30M—2-59—18180

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Portland, Oregon
August 2, 1960

To: Memo to the Files

SUBJECT: News Release
Interstate Bridge Reconstruction
Pacific Highway
Contract: 5205
Prefix: 7971-534

The following newspapers and TV stations were notified and requested to publicize that the east Interstate Bridge closed for maintenance painting for approximately a month will be re-opened at 10:00 a.m. Thursday, August 4th:

The Oregon Journal
The Oregonian
KGW-TV
KOIN-TV.

Lloyd P. Shaw
Metropolitan Engineer

By:
Jay B Boyd
Jay B. Boyd
Metropolitan Office Engineer

JBB/lh
cc: Gene Huntley
Ivan Merchant

RECEIVED
[illegible]

RECEIVED
JUL 1960
FOR FILING

A

ALBERT D. ROSELLINI, Governor
Chairman of Authority

CLIFF YELLE, State Auditor

FRANCIS PEARSON, Chairman
Public Service Commission

ERNEST J. KETCHAM, Chairman
State Highway Commission

CHARLES HODDE, Director
Department of General Administration

STATE OF WASHINGTON

THE SEAL OF THE STATE OF WASHINGTON · 1889 ·

W. A. BUGGE, Director of Highways
Ex Officio Member

D. B. HEDGES
Executive Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

July 14, 1960

General Construction Co.
4850 N. W. Front Avenue
Portland, Oregon

Re: Vancouver-Portland Interstate
Bridge Oregon Contract 5205
Washington 5804

C
O
P
Y

Gentlemen:

We have revised the retained percentage on estimate No. 22 to conform with the special provisions of the above contract as listed on page 30 regarding partial payments. Total work performed during the period April 1, to July 1, 1960 is subject to a 10% retained percentage. Your estimate No. 22 deducted only 3% retained percentage on the work performed.

New Totals are:

Work performed	$21,302.55
Retained percentage 10%	2,130.26
Amount due estimate No. 22	$19,172.29
Total retained percentage	$90,302.44
Total paid including estimate No. 22	$2,870,072.63

Sincerely Yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

DBH/eg
EHN

cc: Oregon State Highway Department

Copy to Maison
Bridge
7/15/60.

RECEIVED
JUL 15 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 13 1960
FOR FILING
7371 [illegible]
52-5

June 10, 1960

Vancouver Columbian
Vancouver
Washington

Gentlemen:

Will you please run the attached Notice of Closure of the Interstate Bridge Drawspan as a paid advertisement in your publication issues of June 13, 15, and 17? We will also appreciate your running it as a news item.

We shall be pleased to honor your invoice for this service. The invoice should be presented in triplicate, with a tear sheet for each date of publication.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. G. S. Paxson
Mr. Lowell Shinn (Chg. 5001-900)

fp

NOTICE OF CLOSURE
INTERSTATE BRIDGE DRAWSPAN

The drawspan of the Portland-Vancouver Interstate Bridge over the Columbia River will not be opened for navigation between the hours of 7:00 a.m. and 8:00 a.m. and the hours of 4:00 p.m. and 5:30 p.m. during a period from June 20, 1960 to and including July 30, 1960. This restriction of drawspan opening is for the purpose of accommodating highway traffic during rush periods while painting is underway on the highway bridge.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

[redacted] D

FOR FILING

7971 5[illegible]

5205

June 10, 1960

The Oregonian
Portland
Oregon

Gentlemen:

Will you please run the attached Notice of Closure of the Interstate Bridge Drawspan as a paid advertisement in your publication issues of June 13, 15, and 17? We will also appreciate your running it as a news item.

We shall be pleased to honor your invoice for this service. The invoice should be presented in triplicate, with a tear sheet for each date of publication.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. G . S. Paxson
Mr. Lowell Shinn (Chg. 5001-900)

fp

NOTICE OF CLOSURE
INTERSTATE BRIDGE DRAWSPAN

The drawspan of the Portland-Vancouver Interstate Bridge over the Columbia River will not be opened for navigation between the hours of 7:00 a.m. and 8:00 a.m. and the hours of 4:00 p.m. and 5:30 p.m. during a period from June 20, 1960 to and including July 30, 1960. This restriction of drawspan opening is for the purpose of accommodating highway traffic during rush periods while painting is underway on the highway bridge.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

FORM E-30 8CM 7-55 24174

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9, 1960

SUBJECT:

To: Mr. Floyd Query

Will you please have the attached advertisement run in the three papers noted in their issues of June 13, June 15 and June 17.

G S Paxson

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

301.

cc to: Mr. Ivan D. Merchant

[illegible]
[illegible] Bridge Drawspan

DRAFT OF ADVERTISEMENT FOR PORTLAND OREGONIAN, OREGON JOURNAL AND VANCOUVER COLUMBIAN:

The draw span of the Portland-Vancouver Interstage Bridge over the Columbia River will not be opened for navigation between the hours of 7:00 a.m. and 8:00 a.m. and the hours of 4:00 p.m. and 5:30 p.m. during a period from June 20, 1960 to and including July 30, 1960. This restriction of draw span opening is for the purpose of accommodating highway traffic during rush periods while painting is under way on the highway bridge.

RECEIVED
JUN 13 1960
FOR FILING

7971-534

[illegible]

A

June 10, 1960

Oregon Journal
Portland
Oregon

Gentlemen:

Will you please run the attached Notice of Closure of the Interstate Bridge Drawspan as a paid advertisement in your publication issues of June 13, 15, and 17? We will also appreciate your running it as a news item.

We shall be pleased to honor your invoice for this service. The invoice should be presented in triplicate, with a tear sheet for each date of publication.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. G. S. Paxson
Mr. Lowell Shinn (Chg. 5001-900)

fp

NOTICE OF CLOSURE
INTERSTATE BRIDGE DRAWSPAN

The drawspan of the Portland-Vancouver Interstate Bridge over the Columbia River will not be opened for navigation between the hours of 7:00 a.m. and 8:00 a.m. and the hours of 4:00 p.m. and 5:30 p.m. during a period from June 20, 1960 to and including July 30, 1960. This restriction of drawspan opening is for the purpose of accommodating highway traffic during rush periods while painting is underway on the highway bridge.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1960
FOR FILING

[illegible]

5205

June 10, 1960

Captain of the Port
U. S. Coast Guard
2805 N. Going Street
Portland, Oregon

Dear Sir:

We are starting work on the painting of the upstream structure of the Portland-Vancouver Interstate Bridge. It is necessary that we close this structure to traffic while painting is under way and reroute northbound traffic over the downstream structure.

During rush periods in the morning and afternoon this will cause considerable traffic congestion and an opening of the draw span would seriously interfere with highway operations. We are, therefore, closing the draw span for navigation between the hours of 7:00 and 8:00 a.m. and 4:00 and 5:30 p.m. during the period from June 20, 1960 to and including July 30, 1960. We have discussed this with the Corps of Engineers and have their statement that they have no objection.

I understand that you have a weekly bulletin going to all navigators, and it would be greatly appreciated if this notice of closure of the draw span could be included so that they may be advised.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:ae

cc to: Mr. S. D. Eason
Mr. W. C. Williams
Mr. Ivan D. Merchant

A

RECEIVED
[illegible] 1960
FOR FILING

7471-534

Salem, Oregon
June 9, 1960

5205

Mr. Floyd Cuery

Will you please have the attached advertisement run in the three papers noted in their issues of June 13, June 15 and June 17.

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. Ivan D. Merchant

DRAFT OF ADVERTISEMENT FOR PORTLAND OREGONIAN, OREGON JOURNAL AND VANCOUVER COLUMBIAN:

The draw span of the Portland-Vancouver Interstage Bridge over the Columbia River will not be opened for navigation between the hours of 7:00 a.m. and 8:00 a.m. and the hours of 4:00 p.m. and 5:30 p.m. during a period from June 20, 1960 to and including July 30, 1960. This restriction of draw span opening is for the purpose of accommodating highway traffic during rush periods while painting is under way on the highway bridge.

RECEIVED
1960
FOR FILING
1971-534
5205

June 9, 1960

Mr. S. D. Eason
District Engineer
Department of Highways
Vancouver, Washington

Dear Mr. Eason:

Attached is a copy of an advertisement which we propose to run in daily papers in Portland and Vancouver relative to closure of the draw span for navigation in the morning and evening rush hours while the upstream bridge is closed to highway traffic for painting.

I also attach copy of a letter from the Corps of Engineers consenting to the closure.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.

GSP:ae

cc to: Mr. W. C. Williams
Mr. Ivan D. Merchant

DRAFT OF ADVERTISEMENT FOR PORTLAND OREGONIAN, OREGON JOURNAL AND VANCOUVER COLUMBIAN:

The draw span of the Portland-Vancouver Interstage Bridge over the Columbia River will not be opened for navigation between the hours of 7:00 a.m. and 8:00 a.m. and the hours of 4:00 p.m. and 5:30 p.m. during a period from June 20, 1960 to and including July 30, 1960. This restriction of draw span opening is for the purpose of accommodating highway traffic during rush periods while painting is under way on the highway bridge.

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

8 June 1960

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. G. S. Paxson, Assistant State Highway Engineer

Dear Mr. Paxson:

In accordance with your telephoned request of 7 June 1960, you are advised that the U. S. Army Engineers will interpose no objections to the closures of the old Interstate Bridge crossing Columbia River at Portland, Oregon and Vancouver, Washington between the hours of 7:00 a.m. and 8:00 a.m. and 4:00 p.m. and 5:30 p.m. during the period from 20 June 1960 to 30 July 1960, provided notices giving the dates and hours are published in the local daily newspapers.

This waiver of objection is on the understanding that it does not affect the liability of the Oregon State Highway Department for damages that may arise by reason of the closures.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

John F. Kimbel
JOHN F. KIMBEL
Major, Corps of Engineers
Acting District Engineer

FORM E-123-X 60M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 24, 1960

General Construction Company
4850 N. W. Front Avenue
Portland, Oregon

Gentlemen:

Re: East Columbia River Interstate Bridge

This is to confirm our recent telephone conversation regarding the closure of the East Columbia River Interstate Bridge to permit the completion of the painting.

Due to the Rose Festival and the unsettled weather, the closure, weather permitting, will be June 20 instead of the tentative date of June 6 as mentioned in our previous meetings and correspondence. The exact time of the closure will depend on the weather, however, your painting subcontractor should have all lights, barricades, and other traffic control devices installed insofar as possible.

About the first of June, a request will be made of the War Department to restrict lift span operation during the rush period between the hours of 7:00 o'clock a.m. to 8:00 o'clock a.m. and 4:00 o'clock p.m. to 5:30 o'clock p.m., for the period in which the traffic will be confined to the West Bridge. We will make this request to the Army Engineers and notify shipping interest as the Army Engineers may direct for the closure period.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

IDM/mm

cc: Mr. Lloyd Shaw
Mr. Kenneth Wheatley
Mr. S. D. Eason, District Engineer
Washington State Highway Commission
Mr. G. S. Paxson

RECEIVED
MAY 25 1960
OFFICE OF
STATE HIGHWAY ENGINEER

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

1889

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS

OFFICE OF DISTRICT ENGINEER
4200 MAIN STREET
VANCOUVER, WASHINGTON

May 13, 1960

Mr. G. S. Paxson
Asst. State Highway Engineer
State of Oregon
Department of Highways
Salem, Oregon

C. S. 0601, PSH No. 1, Contract
No. 5884, Existing Interstate
Bridge Reconstruction
RO-326 Vancouver-Portland Inter-
state Bridge.

Dear Sir:

We understand that the contractor on the above-referenced project plans to resume painting on June 6, 1960, and at that time traffic will be diverted to the new bridge which now provides only for southbound traffic.

We feel that it would be desirable to restrict opening the lift span during the rush period between the hours of 7:00 a.m. to 8:00 a.m. and 4:00 p.m. to 5:30 p.m. for the period in which the traffic will be confined to the one bridge.

We request that you clear this with the Army Engineers and send out any necessary information to shipping interests as was done previously in accordance with your letter of August 25, 1958.

Very truly yours,

S. D. EASON
District Engineer

NOTED

E. G. Nettleton
By: E. C. NETTLETON
District
Construction Engineer

SDE:erm
EGN
cc: Mr. Harris.
Mr. W. A. Bugge

A

RECEIVED
MAY 12 1960
FOR FILING
7971-534
5205

May 10, 1960

General Construction Co.,
4050 NW Front Avenue
Portland
Oregon

Gentlemen:

The State Highway Commission at its meeting held on May 10, 1960, had under discussion your request for 8 additional days to January 8th within which to complete your contract #5205 without the assessment of liquidated damages for bridge reconstruction of the Interstate Bridge on Pacific Highway in Multnomah County, Oregon, and Clark County, Washington.

We are pleased to inform you that the Highway Commission granted you 8 additional days. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Lloyd P. Shaw
Kenneth Wheatley
Ivan D. Merchant
R. L. Porter
C. H. Maison

RECEIVED
APR 29 1960
FOR FILING

297-534

5205

April 27, 1960

Request for extension of time
No. 1
June 2 and 3, 1960

Oregon State Highway Commission

Gentlemen:

On May 27, 1958, a contract was awarded to the General Construction Company of Portland for the reconstruction of the East Interstate Bridge across the Columbia River (Contract No. 5205).

The date of completion on this contract is stated as follows:

"All work on the project shall be completed to a stage that will permit its use by traffic on or before December 31, 1959. If weather conditions are such that painting of structural steel and other work that will not interfere with traffic or operation of the structure cannot be completed during the winter months of 1959, this work may be carried over to favorable weather conditions in 1960, completing all work on the project on or before July 31, 1960."

The above completion date is a fixed time for completion; however, the special provisions carried clauses to the effect that if the work was delayed through strikes or for certain other reasons not under the control of the contractor the completion date would be extended and liquidated damages would not be charged for these delays.

During the life of the contract the contractor was delayed 82 working days because of strikes. The contractor was very co-operative and pursued the contract diligently to the end that it might be completed on the specified completion date, notwithstanding the 82 days of lost time. However, this was not possible, and the contractor is now asking for an extension of time in the amount of eight days to January 8 without assessment of liquidated damages.

It is my recommendation that this extension of time without assessment of liquidated damages be granted the contractor.

This is a co-operative toll project with the Washington Highway Department and Washington Toll Bridge Authority, and the Washington Toll Bridge Authority has concurred in the requested time extension without assessment of liquidated damages.

Very truly yours,

W. C. Williams
State Highway Engineer

IDM/mm me

Enclosure cc Mr. G. S. Paxson
Mr. Ivan Merchant

A

RECEIVED
APR 23 1960
FOR FILING

7971-334

5205

April 26, 1960

Washington Toll Bridge Authority
Transportation Building
Olympia, Wn.

Attention: Mr. Nichols

Gentlemen:

This letter is to inform you that this Department has received no claims to date in connection with the Interstate Bridge Reconstruction on the Pacific Highway. This is State Highway Contract No. 5205 with the General Construction Company.

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Asst. Secretary

cc Mr. G. S. Paxson

CWH:fp

Floyd —
Mr. Paxson asked me to
write this letter.
C.H.

A

RECEIVED
[illegible] 1960
FOR FILING
[illegible]
[illegible]

April 21, 1960

Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Attention: Mr. C. C. Nichols
Engineer for Toll Facilities

Gentlemen:

In accordance with your letter of April 15, I attach hereto the original and a thermo-fax copy of the statement from the Oregon State Tax Commission that no unpaid taxes are on the Tax Commission's books chargeable to the General Construction Company.

I believe this will clear your records for payment of a portion of the retained percentage on the contract for the reconstruction of the Portland-Vancouver Interstate Bridge.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Encl.
cc Mr. W. C. Williams
Mr. Ivan D. Merchant

OREGON STATE TAX COMMISSION
ACCOUNTING DIVISION
STATE OFFICE BUILDING
SALEM

April 20, 1960

Mr. G. S. Paxson
Assistant State Highway Engineer
Highway Building
Salem, Oregon

Re: General Construction Company
4850 N. W. Front Street
Portland, Oregon

Dear Mr. Paxson:

This letter is issued at your request in regard to the General Construction Company concerning state income taxes.

It is our pleasure to report that there is no record of a delinquency or unpaid tax on the Commission's books chargeable to the General Construction Company.

We hope this confirmation serves your request.

Very truly yours,

OREGON STATE TAX COMMISSION

Moody Benner

Moody Benner, Supervisor
Withholding Unit

MB:emt

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

COMMISSIONERS
ERNEST J. KETCHAM, CHAIRMAN
SEATTLE
O. E. STONE
SPOKANE
R. A. MOISIO
TACOMA
ERNEST A. COWELL
EUREKA
H. E. MORGAN
LONGVIEW

LORENZ GOETZ, SECRETARY
OLYMPIA

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

DISTRICT OFFICES
NO. 1 SEATTLE 8
6431 CORSON AVE.
NO. 2 WENATCHEE
P. O. BOX 98
NO. 3 OLYMPIA
P. O. BOX 327
NO. 4 VANCOUVER
4200 MAIN STREET
NO. 5 YAKIMA
P. O. BOX 58
NO. 6 SPOKANE 21
N. 2820 MAYFAIR ST.
NO. 7 SEATTLE 4
480 SPOKANE ST.

April 15, 1960

Mr. W. C. Williams
State Highway Engineer
State of Oregon
Salem, Oregon

Re: Interstate Reconstruction Contract
5205 Oregon, 5884 Washington

Attention: Mr. G. S. Paxson

Dear Sir:

Reference is made to our letter of March 10, 1960, regarding partial payment of retained percentage on the above referred project. In processing the retained percentage payment, we find that the information requested concerning status of claims against the contract were not included in your reply letter of March 11, 1960. This information will be necessary before our Accounting Division is privileged to place the voucher in line for payment.

We find ourselves short of copies of your standard specifications, and would be pleased to receive three copies.

Very truly yours,

W. A. BUGGE
Director of Highways

By: C. C. NICHOLS
Engineer for Toll Facilities

WAB/eg
CCN

cc: Mr. Hager
Mr. Massey

RECEIVED
APR 18 1960
OFFICE OF
STATE HIGHWAY ENGINEER

[illegible]

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

COMMISSIONERS
ERNEST J. KETCHAM, CHAIRMAN
SEATTLE
O. E. STONE
SPOKANE
R. A. MOISIO
TACOMA
ERNEST A. COWELL
EUREKA
H. E. MORGAN
LONGVIEW
LORENZ GOETZ, SECRETARY
OLYMPIA

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

DISTRICT OFFICES
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NO. 6 SPOKANE 21
N. 2920 MAYFAIR ST.
NO. 7 SEATTLE 4
450 SPOKANE ST

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APR - [illegible] 1960
FOR FILING
1971-534
5205

April 5, 1960

Mr. W. C. Williams
State Highway Engineer
State of Oregon
State Highway Department
Salem, Oregon

Re: Reconstruction of the
East Interstate Bridge

Attention: Mr. G. S. Paxson
Assistant State Highway Engineer

Gentlemen:

Please excuse the delay in response to your request for concurrence in extending the completion time for the General Construction Co. Contract time on above referred project by 8 days. It seems your letter got buried under our delima of the problemed Hood Canal Bridge River.

You state that this contract was hampered by strikes which delayed the contractor by 82 days, but with diligently prosecuting the work, he was able to complete the structure to a point where traffic could use the bridge by January 8, 1960 whereas the contractual opening date was December 31, 1959.

Our approval is given and recommend that the requested 8 days extension be granted without assessment of liquidated damages.

Very truly yours,

W. A. Bugge
W. A. BUGGE,
Director of Highways

WAB/eg

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APR - 7 1960
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

Original to
Merchant

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MAR 24 1960
FOR FILING

9411-534

5205

March 23, 1960

Dusenbery, Martin, Beatty & Parks
Attorneys at Law
1214 Portland Trust Building
Portland 4, Oregon

Attention: Richard L. Biggs

Gentlemen:

This is in reply to your letter of March 22 concerning clients whose cars were damaged by paint while crossing the Interstate Bridge during the summer months of 1958.

We do not have complete information on subcontractors who may have been painting on this bridge during that period. The principal contractor was General Construction Company, 4850 N. W. Front Avenue, Portland. They were awarded our Contract No. 5205 for reconstruction of the Interstate Bridge on the Pacific Highway.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

DUSENBERY, MARTIN, BEATTY & PARKS
ATTORNEYS AT LAW
1214 PORTLAND TRUST BUILDING
PORTLAND 4, OREGON
CAPITOL 6-2631

VERNE DUSENBERY
CAREY MARTIN
WILLIAM C. MARTIN
JOHN C. BEATTY, JR.
ALEX L. PARKS
DAVID TEMPLETON
RICHARD L. BIGGS
SIDNEY TEISER
OF COUNSEL

OUR CABLE ADDRESS
"DUSLAW"
PORTLAND, OREGON

March 22, 1960

State Highway Commission
Salem, Oregon

Gentlemen:

We represent a number of people whose cars were damaged by paint while crossing the Interstate Bridge. The damage occurred during the months of June, July, August, and September of 1958, and during at least a part of this period the bridges were being painted.

Since more than one subcontractor was engaged in painting the bridges we need to know the names of the subcontractors and the precise dates on which they were painting. If the names of the subcontractors are not available, please give us the names of the general contractors.

Your assistance in this matter will be much appreciated.

Very truly yours,

Richard L. Biggs

RLB:mf

RECEIVED
MAR 23 1960
OREGON
STATE HIGHWAY COMMISSION

A

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MAR 18 1960
FOR FILING
[illegible]
5215

March 17, 1960

Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Attention: Mr. C. C. Nichols
Engineer of Toll Facilities

Gentlemen:

Under date of March 11, I wrote you giving the work yet to be done to complete the reconstruction of the old Portland-Vancouver Interstate Bridge. I am now in receipt of the consent of surety and of the contractor to release the retained percentage down to an amount equaling three percent of the work completed. I am attaching copies of prints from these letters of consent. I am having our Bridge Division make up an estimate covering the release of this portion of the retained percentage.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. Ivan D. Merchant

WILLIAM C. NELSON
RUSTY YOUNG
VICTOR E. JONES
HAROLD KNAPPETT

Dawson & Co., Inc.
Insurance-Surety Bonds
TELEPHONE MAIN 4-2920
700 THIRD AVENUE, SEATTLE 4, WASHINGTON

March 14, 1960

Mr. G. S. Paxson
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Paxson:

Re: General Construction Company
Portland-Vancouver Interstate Bridge

As requested, we are returning a copy of your letter of March 11, 1960 which pertains to release of certain retained percentage in connection with the above project. The Consent of Surety endorsement has been properly executed, in accordance with requirements.

Thank you.

Very truly yours,

DAWSON & CO., Inc.

William C. Nelson

hrn
Enclosure

Filed with Contract

RECEIVED
MAR 15 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 15 1960
OREGON
STATE HIGHWAY COMMISSION

"THE NORTHWEST'S LARGEST BONDING AGENCY"

GENERAL CONSTRUCTION COMPANY

GENERAL CONTRACTORS

4850 N. W. FRONT AVENUE
BOX 3860
PORTLAND 8, OREGON

March 14, 1960

Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson, Asst. State Highway Engineer

Re: Portland-Vancouver Interstate Bridge
Reconstruction - Contract No. 5205

Gentlemen:

Returned herewith, is the original of your letter of March 11, 1960, endorsed as requested.

Thank you for your help and cooperation in this matter, it is appreciated.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

H. A. Dick, Jr.

H. A. Dick, Jr.
Vice President

HAD/vl
Enclosure

file with contract

RECEIVED
[illegible] 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAR 15 1960
STATE HIGHWAY [illegible]

March 11, 1960

Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Attention: Mr. C. C. Nichols
Engineer of Toll Facilities

Gentlemen:

Re: Reconstruction of Portland-
Vancouver Interstate Bridge
Contract No. 5205

I have your letter of March 10 in which you approved the release of that portion of the funds retained until the completion of the project which exceeds three percent of all moneys earned under the contract to date. For your record the following is the amount of work yet to do to complete the contract:

Item Number	Percent Complete	Bid Amount	Paid to Feb. 1, 1960	Balance to Complete
10	93.6	$675,800.00	$632,900.40	$ 42,899.60
15	99.5	400,000.00	398,000.00	2,000.00
21	67.3	110,000.00	74,030.00	35,970.00
32		47,295.00	47,218.80	76.20
	Total value of work incomplete			$ 80,945.80

Estimate No. 20 on this project, covering work done to February 1, 1960, shows a total value of work performed to date of $2,737,991.32. The proposed retain of three percent amounts to $82,137.74, making the payment to the contractor by reason of this release of retained funds $205,661.39.

I am enclosing a copy of a letter from the Oregon State Tax Commission certifying that there are no unpaid taxes charged against the General Construction Company on this project. You will note that I have written the contractor and resident agents in both states for the surety for their formal acceptance of the release of these funds without impairing or modifying in any way the terms of the contract. When I have received these acceptances, we will prepare

filed
with
contract

an estimate showing the release of this portion of the retained funds and will forward it to you for payment.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

Attach.
cc Mr. W. C. Williams
Mr. Ivan D. Merchant

March 11, 1960

C. A. Tomassene & Sons
Cascade Building
Portland, Oregon

Gentlemen:

The General Construction Company, contractor for the Portland-Vancouver Interstate Bridge reconstruction, has requested the release of the moneys which, under the contract, are retained until the completion of the project. The Oregon State Highway Commission and the Washington Toll Bridge Authority will release that portion of these retained funds which exceeds three percent of the total value of all work done to date.

In order that these funds can be released, it will be necessary that the Travelers Indemnity Company, for which you are Resident Agents in the State of Oregon, consent to this release and specifically agree that release of these funds in no way affects any other provisions of the contract nor releases you, as sureties on the contract, from any obligations which you have assumed under this contract. As evidence as your consent, I am enclosing a copy of this letter and would ask that you execute the endorsement thereon, consenting to the release of the funds under the terms set forth herein.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson

cc Washington Toll Bridge
Authority
General Construction Co.

The Travelers Indemnity Company, surety on the contract entered into between the General Construction Company of Seattle, Washington, contractor, and the Oregon State Highway Commission and Washington Toll Bridge Authority, owners, hereby consent to the release of that portion of the retained funds under Contract No. 5205 in accordance with the terms set forth in this letter.

TRAVELERS INDEMNITY COMPANY

By John B.
Resident Agent
State of Oregon

March 11, 1960

General Construction Company
4850 N. W. Front Avenue
Portland, Oregon

Attention: Mr. H. A. Dick, Jr., Vice President

Gentlemen:

Re: Portland-Vancouver Interstate
Bridge Reconstruction
Contract No. 5205

Under date of January 12 you wrote us requesting a release of the amount retained on your contract for the reconstruction of the Portland-Vancouver Interstate Bridge. Under the contract, an amount of 10 per cent of all moneys earned is to be retained until the completion of all work on the project. The work is substantially complete with the exception of a portion of the painting, both on the new steel and on the maintenance painting of the old steel. You were delayed by strikes in the prosecution of your work, which otherwise could have been completed prior to the beginning of inclement weather which has delayed the painting until this spring.

In view of these facts, the Oregon State Highway Commission and the Washington Toll Bridge Authority are willing to release that portion of the indicated percentage which exceeds three per cent of all moneys earned by you to date. In order that this may be done without impairing in any way all other features of the contract, I am enclosing a copy of this letter bearing an endorsement consenting to the release of this portion of the retained percentage without in any way affecting any other provisions of the contract.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Washington Toll
Bridge Authority
Mr. W. C. Williams
Mr. Ivan D. Merchant

The General Construction Company hereby requests the release of that portion of the money retained in accordance with the terms of Contract No. 5205, and specifically set forth on page 30 of that contract, which exceeds three percent of all moneys earned by us under this contract. The release of this retained money does not change or modify in any way any other provisions of this contract.

GENERAL CONSTRUCTION COMPANY
By H. A. Dick Jr
[illegible]

March 11, 1960

Dawson & Company, Inc.
700 Third Avenue
Seattle, Washington

Attention: Mr. Wm. C. Nelson

Gentlemen:

The General Construction Company, contractor for the Portland-Vancouver Interstate Bridge reconstruction has requested the release of the moneys which, under the contract, are retained until the completion of the project. The Oregon State Highway Commission and the Washington Toll Bridge Authority will release that portion of these retained funds which exceeds three percent of the total value of all work done to date.

In order that these funds can be released, it will be necessary that the Travelers Indemnity Company, for which you are Resident Agents in the State of Washington, consent to this release and specifically agree that release of these funds in no way affects any other provisions of the contract nor releases you, as sureties on the contract, from any obligations which you have assumed under this contract. As evidence as your consent, I am enclosing a copy of this letter and would ask that you execute the endorsement thereon, consenting to the release of the funds under the terms set forth herein.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Washington Toll Bridge
Authority
General Construction Co.
GSP:gm

The Travelers Indemnity Company, surety on the contract entered into between the General Construction Company of Seattle, Washington, contractor, and the Oregon State Highway Commission and Washington Toll Bridge Authority, owners, hereby consent to the release of that portion of the retained funds under Contract No. 5205 in accordance with the terms set forth in this letter.

TRAVELERS INDEMNITY COMPANY

By________________
Resident Agent
State of Washington

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

COMMISSIONERS
ERNEST J. KETCHAM, CHAIRMAN
SEATTLE
O. E. STONE
SPOKANE
R. A. MOISIO
TACOMA
ERNEST A. COWELL
EUREKA
H. E. MORGAN
LONGVIEW

LORENZ GOETZ, SECRETARY
OLYMPIA

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

DISTRICT OFFICES
NO. 1 SEATTLE 8
6431 CORSON AVE.
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P. O. BOX 98
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P. O. BOX 327
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[illegible] MAIN STREET
NO. 5 YAKIMA
P. O. BOX 52
NO. 6 SPOKANE 21
N. 3620 MAYFAIR ST.
NO. 7 SEATTLE 4
450 SPOKANE ST.

March 10, 1960

Mr. W. C. Williams
State Highway Engineer
State of Oregon
Salem, Oregon

Re: Interstate Reconstruction Contract 5205, Oregon, and Contract 5884, Washington

Attention: Mr. G. S. Paxson

Dear Sir:

In our letter of March 2, 1960, in regard to partial payment of the retained percentage to the contractor prior to the completion of all work under the contract, we recognize that Washington Statutes governing this procedure were not necessarily applicable to this contract, and we now find there is no similar statutory requirement for posting a Retained Percentage Bond under Oregon Laws. Specifications covering this project allow payment not to exceed 97% of the total value of the completed work, and, being further conditioned by the retention of sufficient money to pay all unpaid claims, We do not intend to impose additional incumbencies to the contract and therefore offer no objections to compliance with the provisions of your Standard Specifications.

We do ask, however, for our record, that we be furnished with an itemization value of uncompleted work along with a letter from your Department stating the status of claims against the contract and the status of the contractor's account with the Oregon State Taxing Agencies.

Very truly yours,

W. A. BUGGE
Director of Highways

C. C. Nichol

By: C. C. NICHOLS
Engineer of
Toll Facilities

RECEIVED
MAR 11 1960
OFFICE OF
STATE HIGHWAY ENGINEER

WAB:hls
CCN
cc: K. R. Hager
E. L. Massey

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11 1960
[illegible]

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

COMMISSIONERS
ERNEST J. KETCHAM, CHAIRMAN
SEATTLE
O. E. STONE
SPOKANE
R. A. MOISIO
TACOMA
ERNEST A. COWELL
EUREKA
H. E. MORGAN
LONGVIEW

LORENZ GOETZ, SECRETARY
OLYMPIA

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

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N. 2920 MAYFAIR ST.
NO. 7 SEATTLE 4
400 SPOKANE ST.

March 2, 1960

Mr. W. C. Williams
State Highway Engineer
State of Oregon
Salem, Oregon

Re: Interstate Bridge Reconstruction
Contract 5205, Oregon
Contract 5884, Washington

Attention: Mr. Ivan D. Merchant
Bridge Engineer

Dear Sir:

We have received your letter of February 16, 1960 in regard to the release of retained percentage on the above mentioned project.

Under State of Washington Statutes, we may release retained percentage funds to the contractor, under the conditions that exist on this contract, upon the contractor's furnishing a bond in the amount of the retained percentage to be paid. Further conditions are that no claims have been filed by materialmen or laborers, and that no taxes have been certified as due or to become due. We realize that the Washington Statutes will not necessarily apply to this contract; however, we suggest that this procedure be adopted in this case.

We are enclosing the necessary bond forms, consent of surety forms, and contract schedule forms. If this procedure meets with your approval, please have the contractor and his surety complete the bond forms, and the bonding company on the original contract execute the consent of surety form. The engineer in charge of the project should complete the schedule of uncompleted items. A letter from your Department stating the status of claims against the contract and the status of the contractor's account with the Oregon State Taxing Agencies should accompany the completed forms to this office. We shall contact the Washington Taxing Authorities.

Upon receipt of these documents, we shall be in a position to release the retained percentage to the contractor.

RECEIVED

Very truly yours,

W. A. BUGGE
Director of Highways

C. C. Nichols

By: C. C. NICHOLS
Engineer of
Toll Facilities

WAB:hls
CCN
Encls.
cc: K. R. Hager and E. L. Massey

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MAR , 1960
FOR FILING

9771-534

5205

March [illegible], 1960

Oregon State Highway Commission

Gentlemen:

Re: Interstate Bridge Reconstruction, Contract 5205

The contract for the reconstruction of the old Interstate Bridge between Portland and Vancouver is held by the General Construction Company. The contract specified that the work shall be completed to a stage that will permit its use by traffic on or before December 31, 1959 and that, if weather conditions are such that the painting, or other work that will not interfere with traffic, cannot be completed during the winter months of 1959, this work may be carried over to favorable weather conditions in 1960. All work must be completed on or before July 31, 1960. The structure was ready for traffic on January 8, 1960.

The contractor was delayed 76 days because of strikes during the progress of the work. Except for this delay, the painting would have been completed last fall, and final payment could have been made in January of this year. Under the terms of the contract, we are withholding 10 per cent of all money earned until final completion. At the present status of the work, this amounts to $292,702.82.

In view of the fact that delays entirely beyond the contractor's control prevented the completion of the work and the payment of the final estimate, we would recommend that this withholding be paid now. The Washington Toll Bridge Authority concurs in this recommendation subject to the contractor's executing an additional bond in the amount of the withholding, guaranteeing completion of the work and fulfillment of all other terms of the contract.

Subject to the providing of this bond, I would recommend that you authorize the waiving of the withholding provision and the payment of this sum to the contractor.

Very truly yours,

W. C. Williams
State Highway Engineer

GSP:gm me
cc Mr. G. S. Paxson
Mr. Ivan D. Merchant Mr. C. H. Maison

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March 3, 1960

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Re: Reconstruction of the
East Interstate Bridge
Contract No. 5205

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Gentlemen:

Our Contract No. 5205 with the General Construction Co. for the reconstruction of the East Interstate Bridge carried a completion date of December 31, 1959. During the period of this contract, strikes delayed the contractor to the extent of 82 days. However, by diligently prosecuting the work, the contractor was able to complete the structure to a point where traffic could use the structure by January 8, 1960.

The contractor is requesting an extension of time of 8 days without assessment of liquidated damages. The contract sets up a further completion date of July 31 for the completion of all work, which in this case amounts to the completion of some structural steel painting. This work should not be affected by the extension of time as it is now anticipated that any extension of time will not be required for the painting.

May I have your concurrence in recommending to our Highway Commission that an extension of time of 8 days be granted the General Construction Co.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. S. Paxson
Assistant State Highway Engineer

IDM:mm ae

cc to: Mr. W. C. Williams
Mr. Ivan D. Merchant

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5215

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February 2, 1960

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

I have discussed with you a few times the matter of billing to the Corps of Engineers, U. S. Army, for its part of the cost of remodeling the existing Columbia River Bridge between Portland and Vancouver. As you know, there was some question as to whether our billing to the Corps would be based on the actual cost of engineering and contingencies or upon the amount set up in the Order of Apportionment issed by the Chief of Engineers.

The question would also arise as to the credit for salvaging of the two spans which were removed from the old bridge.

I requested an opinion from our legal staff and attach a copy of this opinion. You will note that it is their opinion that the amounts set in the Order of Apportionment govern.

I discussed the matter with the Corps of Engineers concerning the sale of steel and the Corps apparently concurs in our opinion, at least it has indicated that it is not interested in the prices we received for the steel and that its credit for salvage will be in the amount set forth in the Order of Apportionment.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Encl.

cc Mr. W. A. Bugge
Mr. W. C. Williams

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5205

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
January 18, 1960

SUBJECT: Channel Clearance
Interstate Bridge Reconstruction
Contract: 5205
Prefix: 7971-534
Bridge No. 1377-A
Pacific Highway

To:
Mr. G. S. Paxson
Assistant Highway Engineer
State Highway Department
Salem, Oregon

I am enclosing a copy of Mr. Wheatley's report of the channel clearance of the Columbia River at the Interstate Bridge.

Falsework piling driven for the structural steel erection on both the west and reconstructed east bridges have been pulled.

The debris from the removal of Pier 5 was removed and deposited as riprap at Pier 11. The deck from Spans 5 to 9 was hauled from the bridge and a portion used in slope protection.

Based on the diver's report to Mr. Wheatley, it is my opinion that both the General Construction Company and the Guy F. Atkinson Company have satisfied their obligations.

Alfred A. Rear
Alfred A. Rear
Assistant Metropolitan Engineer

AAR/hg
Encl.
cc: Ivan Merchant
Kenneth Wheatley

NOTED
G. S. PAXSON

RECEIVED
[illegible]
OFFICE OF
STATE [illegible] ENGINEER

Paxson ✓ Merchant
Cotton

COPY FOR DIVISION No. 1

Date ____________ By ____________

FORM 230—50M—2-57—1470

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
January 13, 1960

SUBJECT: Channel Clearance
Interstate Bridge Reconstruction
Prefix No. 7971-534
Contract No. 5205
Job No. 1377-A

To: Lloyd P. Shaw
Metropolitan Engineer
P. O. Box 4699, Sellwood Station
Portland 2, Oregon

This report is in response to Mr. G. S. Paxson's letter of January 4, 1960.

All falsework and piling used in construction of the West Bridge and modification of the East Bridge have been removed, Pier 5 masonry has been completely removed to elevation -38 (USGS datum), and the accumulations of material caused by work around the reconstructed piers have been eliminated.

The proposed navigation channel, Span 5-6, was checked by a professional diver at 30 foot intervals across the entire span. Only one obstruction was encountered and this has since been removed.

Mr. Clayton and Mr. Brockschink of the U. S. Army Engineers were present during checking of Pier 5 for removal and Span 5-6 for obstructions.

Attached is a chart of river bottom elevations in reconstruction areas as of January 7, 1960.

Kenneth W. Wheatley
Resident Bridge Engineer

KWW/bw

Encl: River Bottom Soundings -
Area Of Reconstruction.

Vellum in Mates Map File

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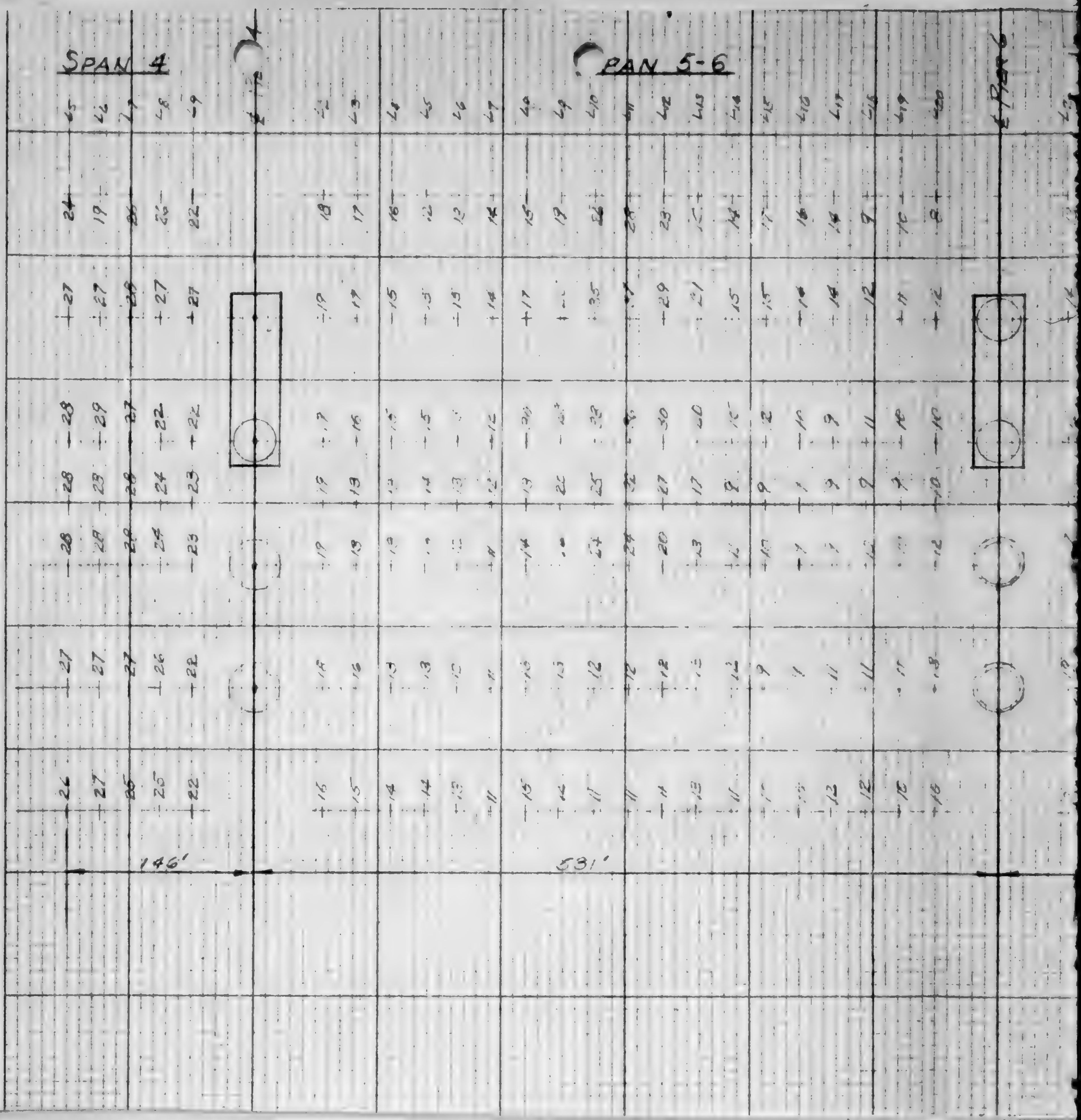
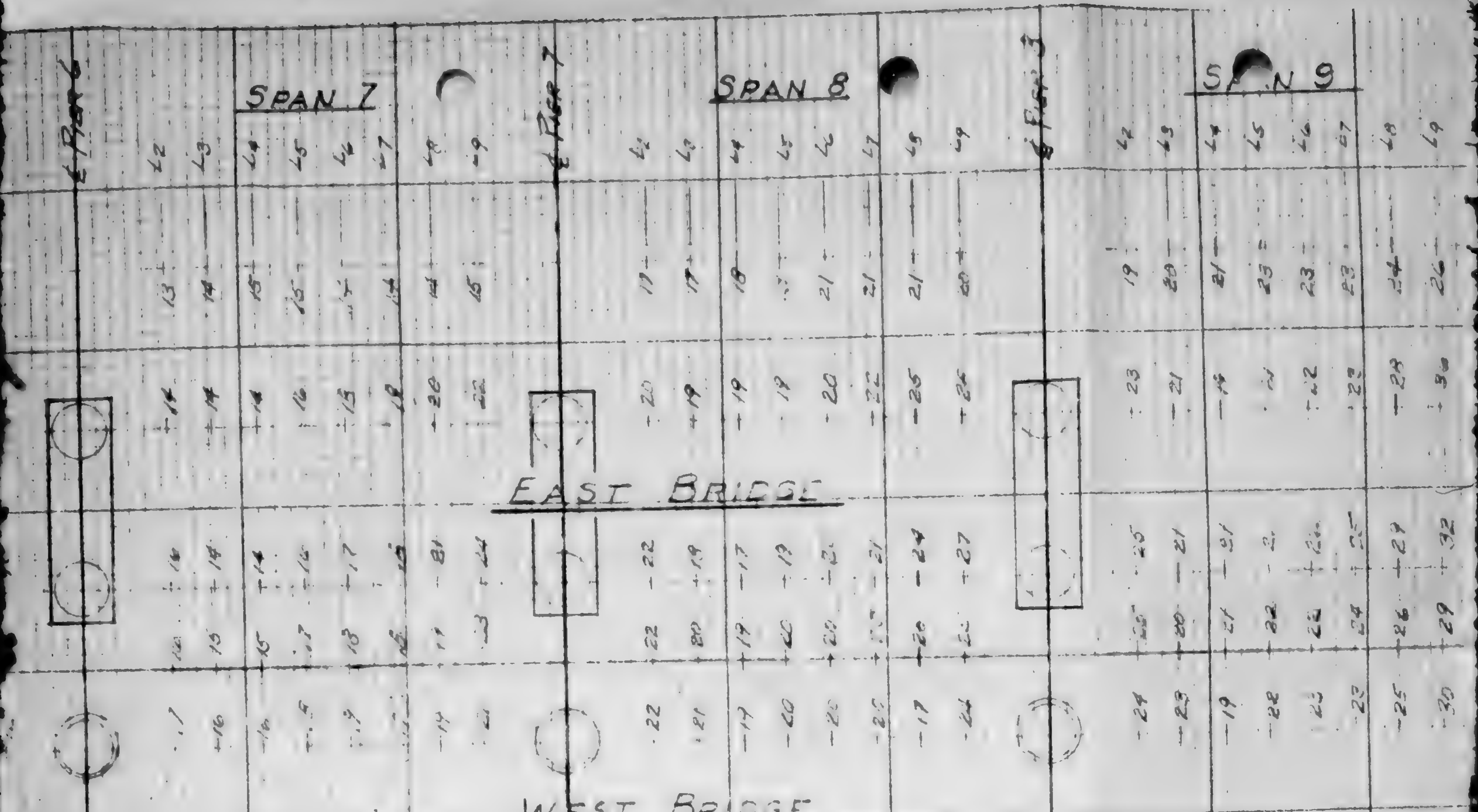
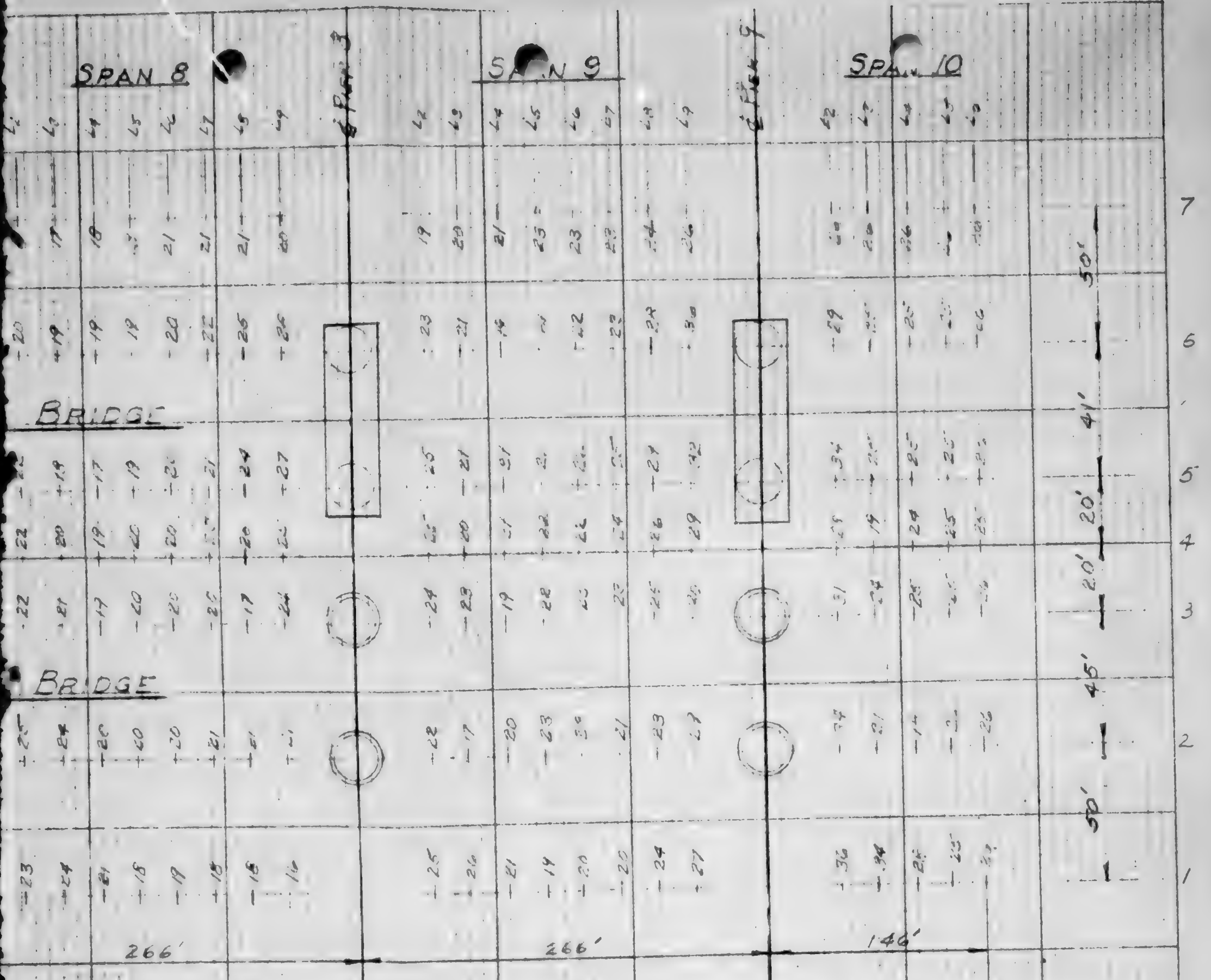
JAN 19 1960
OFFICE OF
STATE HIGHWAY ENGINEER


SPAN 4
SPAN 5-6



NOTE: Elevations shown are negative—based on USGS datum.



OTE: Elevations shown are negative-
ced on USGS datum.

OREGON STATE HIGHWAY DEPARTMENT
RIVER BOTTOM SOUNDINGS-
AREA OF RECONSTRUCTION
Project: Interstate Bridge
Res. Br. Engr: K.H. Wheatley 1-12-60

7971-534 Portland-Vancouver Folder #3
Interstate ([illegible]) Br.
#5205 over Col. R. - Pac. Hwy. 1958

C.A 2048

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FOR FILING
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FORM E30—80M—2-57—1476
5305

G. S. Paxson

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 24, 1959

SUBJECT: Interstate Bridge Reconstruction
Prefix No. 7971-534

To: Mr. Ivan D. Merchant
Bridge Engineer
State Highway Department
Salem, Oregon

Further to our letter and estimate of 3 December 1959, placing of riprap around all piers is now complete. The breakdown of quantities used is as follows:

Oregon Slough Piers	9,229.4 tons
Interstate Piers 4, 6, 7, 8, and 9 (reconstructed)	11,254.6
Interstate Piers 2, 3, 10, and 11 (unaffected by construction)	9,666.1
Total	30,150.1 tons

These figures were compiled from daily records kept on the placing of riprap.

Kenneth H. Wheatley
Kenneth H. Wheatley
Resident Bridge Engineer

KHW/jxw
cc: Mr. G. L. Paxson

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[illegible] ENGINEER

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G. S. PAXSON

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OREGON
STATE HIGHWAY COMMISSION

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 21, 1959

SUBJECT: OPINION
Portland-Vancouver
Interstate Bridge

To: G. S. Paxson
Assistant State Highway Engineer

Office

Pursuant to the provisions of the Truman-Hobbs Bridge Act, 33 U.S.C. 511-523, as amended, an order was issued by the Secretary of the Army apportioning the cost to be borne by the federal government and the owners of the old Columbia River Bridge in connection with the remodeling of said bridge. The schedule of construction operations set forth in the order of apportionment indicates that the federal government is to bear 50% of the total construction cost, including an allowance for engineering and contingencies in the amount of $313,920 or 15% of the contract cost of alteration. Inasmuch as it now appears that the actual cost for engineering and contingencies is substantially less than $313,920, you have requested an opinion as to whether the allowance for engineering and contingencies is a fixed percentage, or whether the Federal Government is merely obliged to pay 50% of the actual cost of engineering and contingencies.

The order of apportionment reserves an initial allotment of $50,000 for payments in connection with the order, and provides in paragraph (c) that:

> "If at any time it becomes apparent to the Government that the balance of this allotment and reservation is in excess of the amount required to meet all payments due to and to become due to the Highway Departments because of work performed and to be performed until 30 June 1959, and for all supervisory, collateral and incidental expenses in connection therewith until that date, the right is reserved after due notice to the Highway Departments to reduce said allotment and reservation by the amount of such excess."

Aside from the fact that this provision is, by its terms, inapplicable after June 30, 1959, it must be borne in mind that it would merely permit a reduction in the amount of the allotment of funds required to meet payments due the highway department and would not permit a reduction in the

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payments themselves. The problem here is not to determine the amount required to meet payments due, but to determine whether the amount allowed the highway department for engineering and contingencies is as stated, or a lesser sum. The solution is not to be found in the terms of the order, but in the provisions of the act itself.

In its original form, the act of June 21, 1940, known as the Truman-Hobbs Bridge Act, provided that the U.S. bear a portion of the cost of altering bridges used and operated for the purpose of carrying railroad traffic or both railroad and highway traffic, when such alterations were determined by the Secretary of the Army to be required in the interests of navigation. It was not until 1952 that the act was amended so as to include within its purview, publicly-owned bridges, carrying highway traffic only.

The act, as amended, provides that whenever the Secretary of Army determines that a railroad or publicly-owned highway bridge unreasonably obstructs navigation, he may issue an order requiring such alterations as may be necessary. The bridge owner must then submit plans and specifications for the alteration. After such plans are approved by the Secretary, the owner is required to take bids for the alteration and submit the bids to the Secretary, together with a written guaranty, that the total cost of the project shall not exceed the sum stated in the guaranty. The Secretary may then authorize the owner to proceed with the project, at which time the Secretary determines and issues an order specifying the proportionate shares of the total cost of the project to be borne by the U.S. and by the bridge owner.

In order to reflect the actual cost of engineering and contingencies, it would be necessary to revise the order of apportionment, the guaranty of costs, or both. The act contained no provision for revision of either the order of apportionment or guaranty of costs, until it was again amended in 1958, at which time the following was added to that portion of the act concerning the apportionment of cost:

> "And provided further, that where the bridge owner proceeds with the alteration on a successive partial bid basis the Secretary is authorized to issue an order of apportionment of cost for the entire alteration based on the accepted bid for the first part of the alteration and an estimate of cost for the remainder of the work. The Secretary is authorized to revise the order of apportionment of cost, to the extent he deems reasonable and proper, to meet any changed conditions." 33 U.S.C. Sec. 516, as amended Aug. 14, 1958, Pub.L. 85-640, Sec. 1(c).

The legislative history of the amendment reveals its purpose and the reason therefor, as set forth in a memorandum from the Secretary of the Army, contained in House Report No. 2231 viz:

> "It is the practice of Congress, based on recommendation of appropriation committees to appropriate funds for bridge alteration cases only on a yearly expenditure basis. In cases where the bridge alteration cannot be accomplished in 1 year, this practice makes it impossible for the Secretary of the Treasury to set aside the total United States' share of the project costs . . . . Accordingly, there is considerable doubt whether the United States is in a position to insist that the bridge owner comply strictly with the existing law, which contemplates the taking of bids for the entire project, a single guaranty of cost, and a single order apportioning costs. It has, therefore, been found necessary, in practice, to divide the project into parts and have separate bids taken on the successive parts, with the cost apportionment being based on an actual bid on the first part of the project, but on estimated amounts for the remining parts. Subsequently, when bids are taken for the successive parts, a revised guaranty of the cost or a revised order of apportionment may become necessary because of cost changes, whereas, in strict compliance with the provisions of the existing law, neither should be made." 2U.S. Cong. & Adm. News, 3520 (1958).

Thus, as viewed by the Secretary of the Army, strict compliance with the provisions of the act requires a single guaranty of cost and a single order of apportionment, neither of which should be revised, except where the bridge alteration is accomplished on a successive partial bid basis.

In the instant case, although the funds for the alteration of the old Columbia Bridge were apparently appropriated on a yearly expenditure basis, there was only one contract, one guaranty of cost and one order of apportionment. The work was not done on a successive partial bid basis. Therefore, the case would not fall within the exception, provided by the 1958 amendment to the act, which would allow the Secretary of the Army to revise the order of apportionment of cost, so as to reduce the allowance for engineering and contingencies.

The act speaks of the "fixing of the proportionate shares". 33 U.S.C. Sec. 517. Once the proportionate shares are "fixed", they may not be revised, either upward or downward, except where the work is conducted on a successive partial bid basis, or where the guaranteed cost is exceeded by reason of emergencies, conditions beyond the control of the owner, or unforeseen or undetermined conditions.

The parties have agreed that 15% of the contract price or $313,920 is a reasonable allowance for engineering and contingencies. The allowance has been "fixed" by the order of apportionment, which according to the terms of the Act and the interpretation placed thereon by the Secretary of the Army, may not be revised. Therefore, I conclude that the allowance for engineering and contingencies, set forth in the order of apportionment, is a fixed percentage and that the Federal Government is not entitled to pay a lesser sum, represented as 50% of the actual cost for engineering and contingencies.

TED E. BARBERA
Staff Attorney

TEB:bjk/hg
CC: L. I. Lindas
G. E. Rohde

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Salem, Oregon
December 7, 1959

Clean up of debris in river bottom before acceptance of contract, Portland-Vancouver Columbia River Bridge

Mr. Ivan D. Merchant

It has come to my attention that in the dismantling of the two spans of the old Columbia River Bridge, some at least of the concrete deck and sidewalk was allowed to fall into the river bed. The Corps of Engineers plan to do some dredging under these two spans, and unquestionably, if they run into concrete of any size, we are going to hear about it and will probably be charged with the cost of repair of their equipment or of moving the obstructions.

Mr. Clayton of the Corps of Engineers conferred with Mr. Wheatley, and it is their opinion that we should employ a diver and make a survey of the river bottom and require the contractor to clean up any debris that might be found, prior to acceptance.

I believe the services of a diver could be hired on a field purchase requisition, but I would suggest you check this with Finance and Administration. At any rate, make such arrangements as are necessary to insure an acceptable stream bed before we release our contractor.

GSP:gm

G. S. Paxson

cc Mr. W. C. Williams

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Salem, Oregon
December 3, 1959

Portland-Vancouver
Interstate Columbia
River Bridge

Mr. Leonard I. Lindas

The U. S. Corps of Engineers are reimbursing the States for a portion of the cost of the remodeling of the old Columbia River Bridge between Portland and Vancouver. I am attaching hereto a copy of the Order of Apportionment under which this reimbursement is being made.

In this Order of Apportionment you will note that 15 percent has been added for engineering and contingencies. This amounts to $313,920. Our actual costs for engineering and contingencies not included in the contract costs will be very materially less than this amount. I would like your opinion as to whether the amount set up in the Order of Apportionment is a fixed percentage or if under this order the Federal Government is only to pay us one-half of the actual cost of engineering and contingencies.

GSP:gm
Attach.

G. S. Paxson

cc Mr. W. C. Williams

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
December 3, 1959

SUBJECT: Interstate Bridge Reconstruction
Prefix: 7971-534
Contract: 5205

To: Mr. Ivan D. Merchant
Bridge Engineer
State Highway Department
Salem, Oregon

The following riprap information was requested by Mr. Paxson:

Total riprap placed to date	24,185.38 tons
Estimated future requirements	2,900.00
Total	27,085.38 tons

The distribution is as follows:

Oregon Slough	9,229.4 tons
Interstate Bridge	
Reconstructed Piers 4 to 9	10,133.96
Other piers	7,722.02
Total	27,085.38 tons

The above figures were compiled from our record of piers at which riprap was placed. No distinction was made between East Bridge and West Bridge piers.

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OFFICE OF
STATE HIGHWAY ENGINEER

Kenneth H. Wheatley
Resident Bridge Engineer

KHW/jw
cc: Glenn S. Paxson

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November 25, 1959

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

We have received payment from the U. S. Engineers in accordance with our billing to them dated November 12, 1959, for work on the revisions to the old bridge over the Columbia River between Portland and Vancouver. This is in the amount of $439,524.71. I am enclosing herewith our voucher in an equal amount so that this money can be placed to the credit of the project account.

I am also enclosing a copy of a letter from the Corps of Engineers advising that our allocation has been increased in the amount of $103,303, which brings the total allocation to the estimated amount of Federal contribution under the Truman-Hobbs Act.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Encls.

cc Mr. W. A. Bugge

Mr. W. C. Williams
Mr. Ivan D. Merchant
Mr. C. H. Maison

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPHE

20 November 1959

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to the Order of Apportionment, Interstate Bridge over Columbia River between Portland, Oregon, and Vancouver, Washington, and specifically to paragraph "e" of the order.

Records of this office indicate you were previously allocated $1,040,000 to cover the proportionate share of the order to be borne by the United States. Pursuant to paragraph "e" of the order, you are hereby notified that the total allocation has been increased by $103,303, making a revised total allocation of $1,143,303.

In the event you have any questions concerning this matter, please feel free to contact this office through the representative of this office, Mr. Dean Harshberger.

Very truly yours,

W. L. Winegar

W. L. WINEGAR
Colonel, Corps of Engineers
District Engineer

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STATE HIGHWAY ENGINEER

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STATE HIGHWAY COMMISSION

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November 12, 1959

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Interstate Bridge Between Portland, Oregon
and Vancouver, Washington

Attached hereto is the third billing covering cooperative work between the Corps of Engineers and the States of Oregon and Washington for revisions to the existing Interstate Bridge between Portland, Oregon, and Vancouver, Washington.

This billing is submitted in quadruplicate and supported by four copies of our contractor's Monthly Estimate No. 17, and work done to 1 November, 1959, the estimate on which the billing is based.

Very truly yours,

W. C. Williams
State Highway Engineer

by

G. S. Paxson
Assistant State Highway Engineer

CAG/mm

cc: Mr. D. B. Hedges
Mr. C. H. Maison
Mr. C. A. Gardner

P.S. This is a follow up of my letter of August 3 wherein I advised you that the Army Engineers told us that they had $1,000,000 available for reimbursement on cooperative work. I am handling the billing and will handle the transfer of funds to you in the same manner as we have handled previous billings. The amount claimed for reimbursement on this bill exceeds the Army Engineers total appropriation by $12,845.03. It is possible that the bill may not be paid in full.

G.S.P.

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section Portland-Vancouver Interstate (East) Bridge Reconstruction County Multnomah, Ore./Clark,Wash.

Kind of work Revisions to Existing Piers & Spans Highway Pacific FAP No. -

Contractor General Construction Company Date of award May 28, 1958 Work begun 16 June 58

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date		Performed
				Quantity	Amount		Quantity	Amount	Quantity
1. Alter Pier 4 C	All Required			All	180,000	00	100%	180,000.00	98.7%
2. Alter Pier 6 C	All Required			All	180,000	00	100%	180,000.00	97.0%
3. Alter Pier 7 C	All Required			All	180,000	00	100%	180,000.00	98.5%
4. Alter Pier 8 C	All Required			All	180,000	00	100%	180,000.00	98.5%
5. Alter Pier 9 C	All Required			All	178,000	00	100%	178,000.00	97.9%
6. Alter Pier 10 C	All Required			All	16,400	00	100%	16,400.00	98.0%
7. Remove Pier 5 C	All Required			All	43,600	00	100%	43,600.00	80.0%
8. Remove Spans 5 and 6 C	All Required			All	80,000	00	100%	80,000.00	100.0%
9. Remove Span 14	All Required			All	36,000	00	100%	36,000.00	100.0%
10. Span 5/6 in Place C	All Required			All	675,800	00	100%	675,800.00	86.6%
11. Alter Span 4 C	All Required			All	83,000	00	100%	83,000.00	100.0%
12. Alter Spans 7 and 8 C	All Required			All	174,000	00	100%	174,000.00	99.0%
13. Alter Span 9 C	All Required			All	28,000	00	100%	28,000.00	100.0%
14. Alter Span 10 C	All Required			All	20,000	00	100%	20,000.00	100.0%
15. Alter Span 11 C	All Required			All	11,000	00	100%	11,000.00	100.0%
16. Alter Span 12 C	All Required			All	3,500	00	100%	3,500.00	100.0%
17. Alter Span 13	All Required			All	3,500	00	100%	3,500.00	100.0%
18. Electrical and Mechanical Equipment	All Required			All	400,000	00	100%	400,000.00	76.2%
19. Bridge Buildings	All Required			All	15,000	00	100%	15,000.00	63.0%
20. Alter Construction Walkway	All Required			All	11,000	00	100%	11,000.00	50.0%
21. Maintenance Painting	All Required			All	110,000	00	100%	110,000.00	60.0%
22. Riprap Part C	Ton	3	50	34,000	119,000	00	34,000	119,000.00	20,900
Totals									

Amount Retained @ ....%

Total Payments

Instructions: If an increase in construction authorization has been approved by the Highway Department show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for construction show the per cent of overrun in space "b".

(a)

(b)

st Report and Bridge Contractor's Estimate

Sheet 1 of 3

onstruction County Multnomah, Ore./Clark,Wash. Work done to 1 Nov. 1959 Estimate No. 17
Pacific FAP No. - Specified date of completion 31 Dec. 59 Contract No. 5205
May 28, 1958 Work begun 16 June.58 Estimated date of completion 31 July 60 Job prefix 7971-534

thorization		Estimate Corrected to Date		Performed to Date		Previous Estimate		Present Estimate	
Amount		Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
180,000	00	100%	180,000.00	98.7%	177,660.00	94.0%	169,200.00	4.7%	8,460.00
180,000	00	100%	180,000.00	97.0%	174,600.00	97.0%	174,600.00		None
180,000	00	100%	180,000.00	98.5%	177,300.00	95.6%	172,080.00	2.9%	5,220.00
80,000	00	100%	180,000.00	98.5%	177,300.00	95.2%	171,360.00	3.3%	5,940.00
178,000	00	100%	178,000.00	97.9%	174,262.00	95.8%	170,524.00	2.1%	3,738.00
16,400	00	100%	16,400.00	98.0%	16,072.00	87.0%	14,268.00	11.0%	1,804.00
43,600	00	100%	43,600.00	80.0%	34,880.00	80.0%	34,880.00		None
80,000	00	100%	80,000.00	100.0%	80,000.00	100.0%	80,000.00		None
36,000	00	100%	36,000.00	100.0%	36,000.00	100.0%	36,000.00		None
675,800	00	100%	675,800.00	86.6%	585,242.80	79.2%	535,233.60	7.4%	50,009.20
83,000	00	100%	83,000.00	100.0%	83,000.00	98.0%	81,340.00	2.0%	1,660.00
74,000	00	100%	174,000.00	99.0%	172,260.00	93.0%	161,820.00	6.0%	10,440.00
28,000	00	100%	28,000.00	100.0%	28,000.00	98.0%	27,440.00	2.0%	560.00
20,000	00	100%	20,000.00	100.0%	20,000.00	98.0%	19,600.00	2.0%	400.00
11,000	00	100%	11,000.00	100.0%	11,000.00	96.0%	10,560.00	4.0%	440.00
3,500	00	100%	3,500.00	100.0%	3,500.00	87.2%	3,052.00	12.8%	448.00
3,500	00	100%	3,500.00	100.0%	3,500.00	100.0%	3,500.00		None
0,000	00	100%	400,000.00	76.2%	304,800.00	75.4%	301,600.00	0.8%	3,200.00
15,000	00	100%	15,000.00	63.0%	9,450.00	63.0%	9,450.00		None
11,000	00	100%	11,000.00	50.0%	5,500.00	50.0%	5,500.00		None
110,000	00	100%	110,000.00	60.0%	66,000.00	53.2%	58,520.00	6.8%	7,480.00
119,000	00	34,000	119,000.00	20,900	73,150.00	20,900	73,150.00		None

Amount Retained @ ...... %

Total Payments

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's E

Section Portland-Vancouver Interstate (East) Bridge Reconstruction County Multnomah, Ore./Clark, Wash

Kind of work Revisions to Existing Piers & Spans Highway Pacific FAP No. -

Contractor General Construction Company Date of award May 28, 1958 Work begun 16, June 58

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date		Performed to
				Quantity	Amount		Quantity	Amount	Quantity
23. Roadway Lighting	All Required			All	37,000	00	100%	37,000.00	71.2%
SOUTH APPROACH:									
24. Shoring, Cribbing, Etc.	All Required			All	42,500	00	100%	42,500.00	100%
25. Structural Excavation	Cu Yd	3	00	900	2,700	00	1060	3,180.00	995
26. Excav. Below Elevas. Shown	Cu Yd	10	00	80	800	00	None		None
27. Furnish Untreated Tbr. Piling	Lin Ft	0	65	1,800	1,170	00	1800	1,170.00	1800
28. Furnish Treated Tbr. Piling	Lin Ft	1	45	4,300	6,235	00	4700	6,815.00	4700
29. Drive Timber Piling	Each	50	00	112	5,600	00	130	6,500.00	130
30. Seal Concrete	Cu Yd	31	50	100	3,150	00	92.44	2,911.86	92.44
31. Class "A" Concrete	Cu Yd	100	00	1,160	116,000	00	1225	122,500.00	1,171.97
32. Metal Reinforcing	Lb	0	15	290,000	43,500	00	310000	46,500.00	305000
33. Standard Metal Handrail	Lin Ft	11	00	540	5,940	00	560	6,160.00	556
34. Concrete Slab Riprap	Sq Yd	8	00	200	1,600	00	700	5,600.00	250
Total Contract Items					2,993,995	00		3,008,636.86	
Materials On Hand	Lb.	.0772							
Metal Reinforcement	Lb.	.0772							10,000
Paint	Gal.	3.02							200
Metal Handrail	Lin.Ft. 6.12								None
Electrical Equipment	90% of $ 11,3[illegible]0.79								
TOTAL ALL ITEMS					2,993,995.00			3,008,636.86	
Totals									

Amount Retained @ ....%

Total Payments

Instructions: If an increase in construction authorization has been approved by the Highway Department show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for construction show the per cent of overrun in space "b".

(a)	(b)

Cost Report and Bridge Contractor's Estimate

Sheet 2 of 3

econstruction County Multnomah, Ore./Clark, Wash
Pacific
ward May 28, 1958

FAP No. -
Work begun 16, June 58

Work done to 1 Nov. 1959
Specified date of completion 31 Dec. 59
Estimated date of completion 31 July 60

Estimate No. 5205
Contract No. 7971-534
Job prefix

Authorization		Estimate Corrected to Date		Performed to Date		Previous Estimate		Present Estimate	
Amount		Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
37,000	00	100%	37,000.00	71.25	26,344.00	54.25	20,054.00	17.0%	6,290.00
42,500	00	100%	42,500.00	100%	42,500.00	100%	42,500.00		None
2,700	00	1060	3,100.00	985	2,955.00	910	2,730.00	75	225.00
800	00		None		None		None		None
1,170	00	1080	1,170.00	1080	1,170.00	1080	1,170.00		None
6,235	00	4700	6,815.00	4700	6,815.00	4700	6,815.00		None
5,600	00	130	6,500.00	130	6,500.00	130	6,500.00		None
3,150	00	92.44	2,911.86	92.44	2,911.86	92.44	2,911.86		None
116,000	00	1225	122,500.00	1,171.93	117,193.00	1,166	116,600.00	5.936	593.00
43,500	00	310000	46,500.00	305000	45,750.00	305000	45,750.00		None
5,940	00	560	6,160.00	556	6,116.00	200	2,200.00	356	3,916.00
1,600	00	700	5,600.00	250	2,000.00	250	2,000.00		None
2,993,995	00		3,008,636.86		2,673,731.56		2,562,908.46		110,823.10
				10,000	720.00	10,000	720.00		None
				200	604.00	200	604.00		None
					None	334	2,044.08	334	-2,044.08
					10,206.67		12,275.08		-2,068.41
2,993,995.00			3,008,636.86		2,685,262.33		2,578,551.62		106,710.71

Amount Retained @ ....%

Total Payments

(b)

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's E

Section Portland-Vancouver Interstate (East) Bridge Reconstruction County Multnomah, Ore./Clark, Wash.

Kind of work Revisions to Existing Piers & Spans Highway Pacific FAP No. -

Contractor General Construction Company Date of award May 28, 1958 Work begun 16 June 58

Item	Unit	Unit Price		Original Authorization Quantity	Original Authorization Amount		Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed to Quantity
Contingencies					134,842	28			
E.W.O. #1 Maintenance of Struct. Steel								[illegible]	
E.W.O. #2 Construct Storage Room								[illegible]	
E.W.O. #3 Service Walkway								[illegible]	
P.A. #1 Revise Pier 6 Foundation							100%	[illegible]	100%
P.A. #2 Shear Keys							"	[illegible]	"
P.A. #3 Repair Sheave Shafts							"	[illegible]	"
P.A. #4 Expansion Plate Straps							"	[illegible]	"
S.P.O. #1 South Approach Lighting								[illegible]	
S.P.O. #2 Detour Lighting								[illegible]	
S.P.O. #3 [illegible]								[illegible]	
S.P.O. #5 Move 11,000 Volt Line								[illegible]	
S.P.O. #6 Traffic Gate Arms								[illegible]	
Miscellaneous Grading at South End					2,500	00		[illegible]	
Engineering					239,719	60		[illegible]	
Totals					3,371,056	88		[illegible]	

Amount Retained @ 10 %

Total Payments

Instructions: If an increase in construction authorization has been approved by the Highway Department show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for construction show the per cent of overrun in space "b"

(a)

(b)

Correct

Approved

Report and Bridge Contractor's Estimate

Sheet [illegible] of 3

ruction County Multnomah, Ore, Clark, Wash. Work done to 1 Nov. 1959 Estimate No. 17
Pacific FAP No. - Specified date of completion 31 Dec. 59 Contract No. 5205
May 28, 1958 Work begun 16 June 58 Estimated date of completion 31 July 60 Job prefix 7971-534

zation		Estimate Corrected to Date		Performed to Date		Previous Estimate		Present Estimate	
mount		Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
842	28								
			[illegible]		1,560.23		1,338.95		[illegible]
			1,152.71		1,152.71		1,152.71		None
			596.77		596.77		596.77		"
		1006	[illegible]	1006	[illegible]	1006	[illegible]		"
		"	2,6[illegible]	"	[illegible]	"	[illegible]		"
		"	1,07[illegible]	"	[illegible]	"	[illegible]		"
		"	[illegible]	"	[illegible]	"	[illegible]		"
			[illegible]		[illegible]				
			450.00		366.63				
			1,725.00		None		N ONLY		
			2,430.00		1,[illegible].56		TOTALS		
			[illegible]		[illegible]				
500	00		5,675.00		None				
719	60		80,000.00		65,700.00				
056	88		[illegible],118,917.1[illegible]		2,702,393.04		2,595,462.05		106,930.99
Amount Retained @ 10 %					270,239.30		259,546.21		10,693.[illegible]
Total Payments					2,432,153.74		2,335,915.84		96,237.[illegible]

(b)

Correct Resident Engineer

Approved Division Engineer

Form A-150x—15M—6-59

INVOICE

Oregon State Highway Department

SALEM, OREGON

U. S. Army Engineer
District, Portland
628 Pittock Block
Portland, Oregon

Invoice No.

Date November 10, 1959

Your Req. No.

Billing Request No.

Credit Distribution:

Co-op share on Portland/Vancouver Interstate (East) Bridge reconstruction per order of Apportionment dated 21 May, 1958 (Miscellaneous Contract and Agreement 2048)

Amount paid to contractor on cooperative items per Order of Apportionment dated 21 May, 1958		$1,935,481.80
≠ 15% engineering and contingencies		290,322.27
	Total	$2,225,804.07
50% borne by United States		$1,112,902.03
Less expired services life	39,525.00	
Salvage	20,532.00	60,057.00
Cost borne by United States		$1,052,845.03
Previous payments		
Billed 17Feb., 1959	40,000.00	
" 8Aug., 1959	573,320.32	613,320.32
Amount claimed for reimbursement		$ 439,524.71

State Printing 21128

INTERSTATE (EAST) BRIDGE COOP WORK
Completed as of November 1, 1959 (Estimate #17)

ITEM	CONTRACT QUANT.	AMT.	COMPL. WORK QUANT.	AMT.
1. Alter Pier 4	All Required	$ 180,000.00	98,7%	$ 177,660.00
2. Alter Pier 6	All Required	180,000.00	97%	174,600.00
3. Alter Pier 7	All Required	180,000.00	98.5%	177,300.00
4. Alter Pier 8	All Required	180,000.00	98.5%	177,300.00
5. Alter Pier 9	All Required	178,000.00	97.9%	174,262.00
6. Alter Pier 10	All Required	16,400.00	98%	16,072.00
7. Remove Pier 5	All Required	43,600.00	80%	34,880.00
8. Remove Spans 5 & 6	All Required	80,000.00	100%	80,000.00
10. Span 5/6 in place	All Required	675,800.00	86.6%	585,242.80
11. Alter Span 4	All Required	83,000.00	100%	83,000.00
12. Alter Spans 7 & 8	All Required	174,000.00	99%	172,260.00
13. Alter Span 9	All Required	28,000.00	100%	28,000.00
14. Alter Span 10	All Required	20,000.00	100%	20,000.00
15. Alter Span 11	All Required	11,000.00	100%	11,000.00
16. Alter Span 12	All Required	3,500.00	100%	3,500.00
22. Riprap at $3.50 T	17,000	59,500.00	5,830	20,405.00
		TOTAL		$1,935,481.80

RECEIVED
AUG 25 1959
FOR FILING

[illegible]

[illegible]

August 24, 1959

Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Attention: Mr. D. B. Hedges
Secretary

Gentlemen:

Under date of August 7, 1959, we billed the U. S. Engineers for their portion of the cost of remodeling the Interstate Bridge between Portland and Vancouver for work done to August 1, 1959. This billing was in the amount of $573,320.32. We have received from them their check in that amount and we have deposited it in our advance deposits account.

I enclose herewith our check to the Washington Toll Bridge Authority in an equal amount.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Enclosure

cc to: Mr. W. C. Williams
Mr. C. H. Maison

GSP:ae

RECEIVED
AUG [illegible]1 1959
FOR FILING

52-5-

August 21, 1959

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

In our agreements covering the reimbursement by the Federal Government for that portion of the cost of remodeling the existing Interstate Bridge over the Columbia River between Portland, Oregon, and Vancouver, Washington, a provision is made whereby the Federal Government will receive credit for one-half of the salvage value of the two 265-foot trusses of the original bridge which are replaced by the one new 530-foot truss. These two spans have been removed and stored on leased property near the bridge. We are advertising the spans for sale in order to realize their salvage value and establish the amount of this salvage so that proper credit can be taken in the accounting.

I am attaching hereto two copies of the proposal form and instructions to bidders for this sale. You will note that three spans are being advertised. Span No. 14 was removed for our own convenience and is not an item in which the Federal Government participates. Each truss has been stored separately and we will require the purchaser to keep them separate so that an accurate weight of salvage material on each truss can be established.

This was discussed with your office by telephone and I trust that the proposed advertisement and sale meet with your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.
cc Mr. W. C. Williams
Mr. Ivan D. Merchant

PROPOSAL FORM AND INSTRUCTIONS TO BIDDERS

FOR PURCHASE OF SCRAP STEEL

STORED AT PORTLAND, OREGON

The State Highway Commission offers for sale three structural steel truss spans removed from the reconstructed Vancouver-Portland Interstate (East) Bridge. The bid items and description of the spans are listed herein.

Time and Place of Receiving Bids:

Bids for the spans will be received by the State Highway Commission of the State of Oregon in Room 418, Highway Building, Salem, Oregon, at 9:00 a.m. (P.S.T.) Thursday, September 10, 1959, at which time the bids will be publicly opened and read.

Description of Spans:

The spans to be sold consist of Spans 5, 6 and 14 removed from the Interstate Bridge over the Columbia River. Drawing No. E3 attached shows the length and width of the spans. Each span weighs an estimated 513 tons. The spans have been dismantled and matchmarked and can be used for re-erection or junk.

Location:

Each span is stored in an individual stockpile in a State-leased storage yard on Vancouver Way in North Portland, one-half mile southeasterly from the junction of Marine Drive and Union Avenue, in North Portland.

Submission of Proposals:

All proposals must be made on this form and must be delivered under sealed cover to the Highway Commission at the time and place stated herein.

Endorsement of Proposals:

On the outside of the envelope or other wrapper in which the proposal is submitted there must appear an identifying endorsement, such as "Proposal to Buy Interstate Bridge Steel Spans."

Filling in Proposal Form:

All names, signatures, amounts and other information called for in the proposal form must be fully and legibly shown. Bids not signed will not be accepted.

Consideration of Bids:

Bids received for the purchase of the material will be given final consideration within 30 days after they are opened. The material is to be sold to the highest bidder with the right reserved to accept or reject any or all bids, and to make the sale of material on the bid or combination of bids considered to be the most advantageous to the State. This may be on any combination of any of the separate bids for any one of the bid items.

Proposal Guarantee:

As a guarantee of good faith in compliance with and the performance of all conditions required of the bidder as specified herein, each proposal for material must be accompanied by certified check in the amount of 5% of the total amount of the bid.

The bidder's proposal guarantee of all save the highest bidder will be returned within five days after the bids are opened. The bidder's proposal guarantee of the successful bidder will be disposed of as follows:

1. If the bidder fully pays for and removes the materials sold to him within sixty (60) days of the date of sale, the bidder's proposal guarantee will be returned to the successful bidder.
2. If the bidder fails to fully pay for and remove the materials sold to him within sixty (60) days of the date of sale, the bidder's proposal guarantee shall be forfeited and become the property of the State of Oregon.

No Guarantees or Representations:

The State Highway Commission give no guarantee and makes no representation in regard to the material referred to herein. The items must be accepted by the bidder "as is" and "where is", without any credits or allowances of any kind.

Quantities of Material Approximate Only:

The bid quantities as given for materials are only approximate estimates of the quantities to be disposed of. The actual quantities are not guaranteed.

Weighing and Handling of Materials:

The purchaser will be required to bear all expense in connection with the loading, hauling, and weighing of the materials.

Time for Removal of Materials:

All materials shall be removed from the State's property within sixty (60) days from the date of sale, and notification of award.

Measurement and Payment:

The materials to be sold on a weight basis shall be weighed in the trucks or railroad cars at or near the point of loading. All such weighing shall be done on platform scales in the presence of a Highway Department employee or representative, and one copy of the weight slip shall be given to such representative before the materials are moved from the premises.

The buyer shall give the Bridge Engineer three days' notice prior to removal of any material. Material shall be removed "one span complete" at a time. Stripping of selected material from the three stockpiles at intermittent periods will not be permitted.

Scales used shall bear the inspection seal of the Oregon Department of Agriculture or the inspection seal of the Washington Department of Agriculture.

Before any materials are taken from the premises, the total bid price for the materials shall be deposited with the Highway Department representative. If it should be found, by actual weight, that there are more materials in any bid item than estimated in the bid proposal, the purchaser shall increase his deposit to such extent as may be required to fully cover the entire quantity of materials before the excess materials are removed from the premises.

Immediately following the complete removal of all materials, a statement of final weight of materials will be submitted to the purchaser and this statement will constitute the basis upon which final settlement will be made. If the statement of final weight of materials discloses that there is a balance to be refunded to the purchaser, such balance shall be returned within ten (10) days from date of final weight statement.

Return of Proposal Guarantee:

After the bidder to whom an award is made has fully paid for and completely removed all materials awarded to him, and after the receipt of a final statement from the State employee supervising the delivery and sale of such material that all conditions and requirements of the proposal have been complied with, the State Highway Commission will, within ten days from the date of such final statement, return to the bidder his proposal guarantee.

SCHEDULE OF BID ITEMS

Item No.	Item and Quantity	Unit Price	Amount
1.	Span No. 5 513 Tons For..............................Per Ton	$________	$________
2.	Span No. 6 513 Tons For..............................Per Ton	$________	$________
3.	Span No. 14 513 Tons For..............................Per Ton	$________	$________

Total Amount of Bid $____________________

- -

Date ____________________

Signed ____________________

____

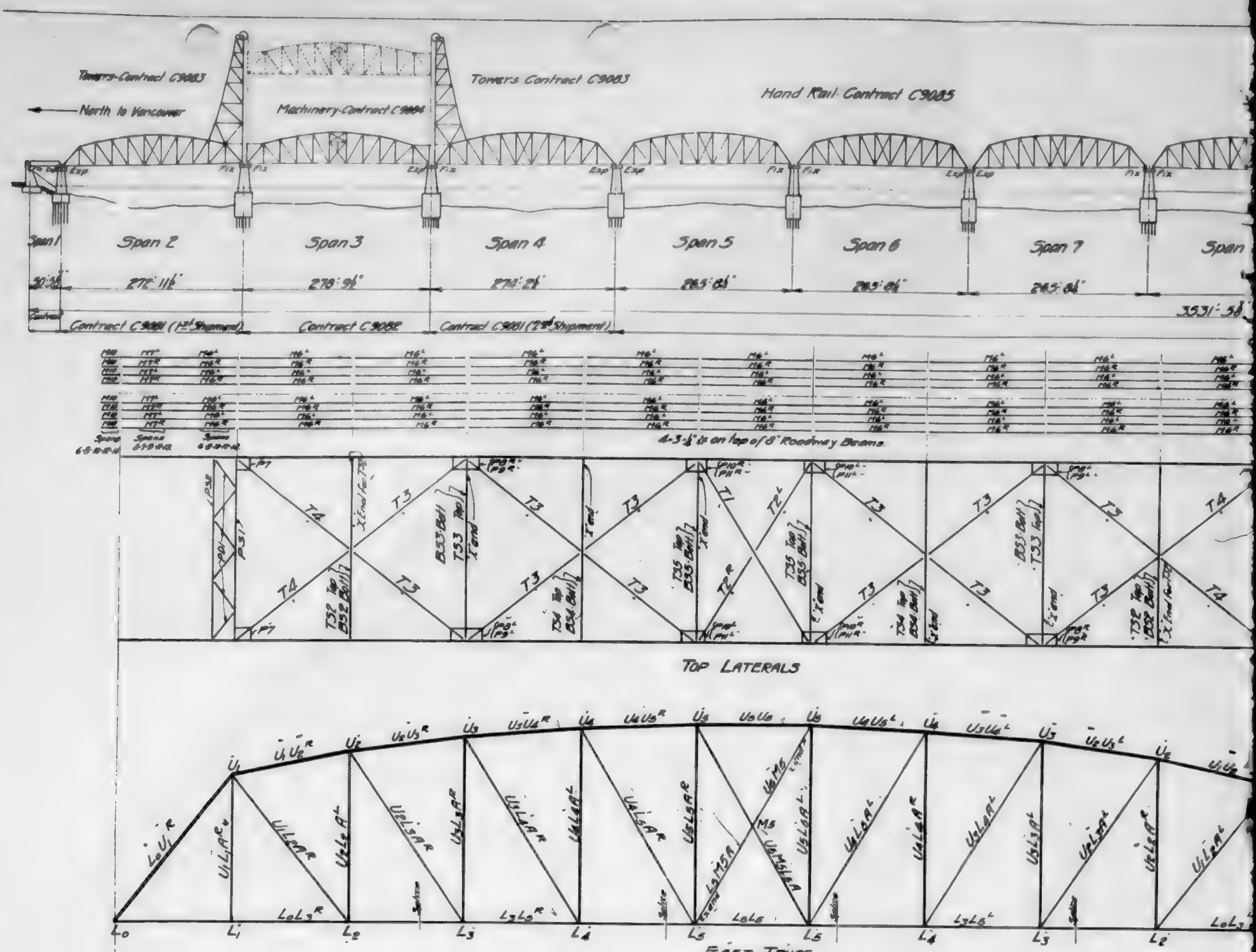
Address of bidder to which communications concerning this bid proposal should be sent:

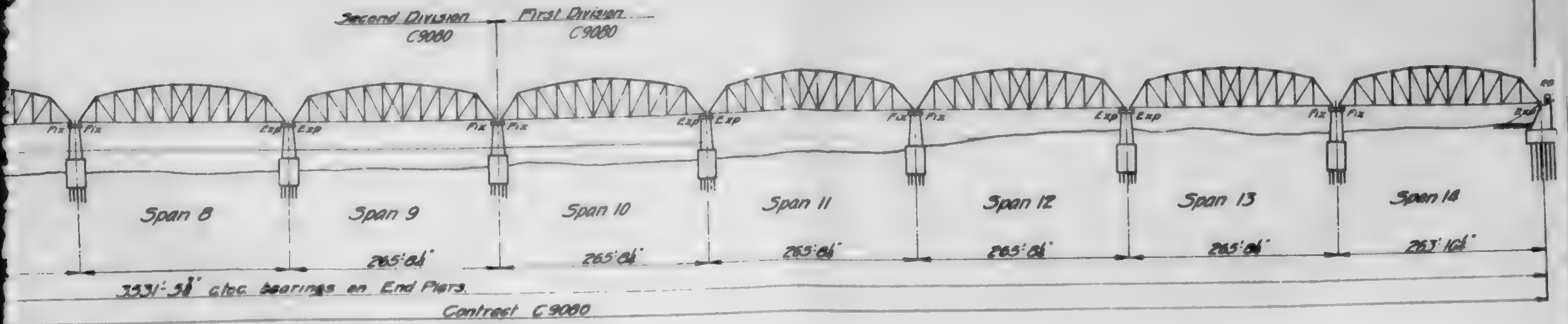
____

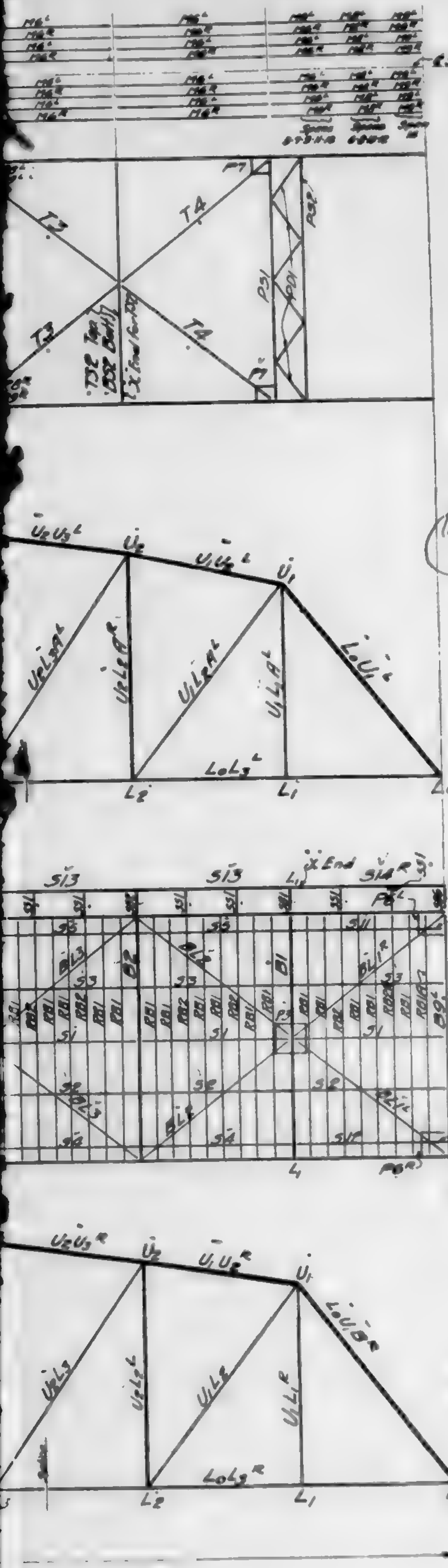
____

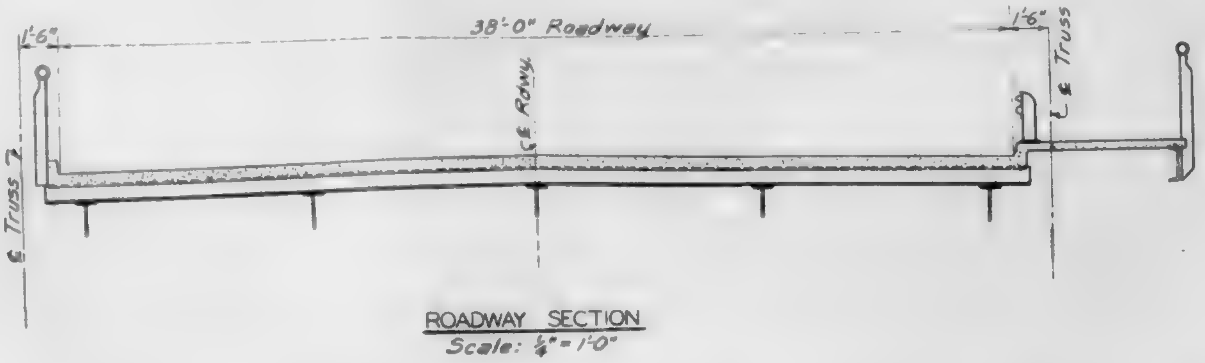
____

As a PROPOSAL GUARANTEE, there is submitted herewith a CERTIFIED CHECK in the amount of 5% of the total amount of the bid.


Towers-Contract C9083
North to Vancouver
Machinery-Contract C9084
Towers Contract C9083
Hand Rail-Contract C9085
Exp
Fix
Span 1
Span 2
Span 3
Span 4
Span 5
Span 6
Span 7
Span
50'-3½"
272'-11½"
278'-9½"
274'-2½"
265'-6½"
265'-6½"
265'-6½"
3531'-5½"
Contract
Contract C9081 (1st Shipment)
Contract C9082
Contract C9081 (2nd Shipment)
Spans 6-8-10-12-14
Spans 5-7-9-11-13
Spans 6-8-10-12-14
4-3-½" to on top of 8" Roadway Beams
TOP LATERALS
T3
T4
B33 Bott
T33 Top
T32 Top
B32 Bott
T34 Top
B34 Bott
T35 Top
B35 Bott
X End
EAST TRUSS
L0U1R
U1L1R
U1L2R
U2L2L
L0L2R
U2L3R
U3L3R
U3L4R
U4L4L
U4L5R
U5L5R
U6M5
M5
U5M5R
L5M5R
L5L6
L4L6R
L2L4L
L0L2L
Splice
L0
L1
L2
L3
L4
L5
U1
U2
U3
U4
U5
U1U2R
U2U3R
U3U4R
U4U5R
U5U6
U6U5L
U5U4L
U4U3L
U3U2L
U2U1L
S89
X End
S13
S12
S11
S3
S4
S1
S2
B1
B2
B3
B4
B5
B6
RB1
RB2
BL1
BL2
BL3
BL4
BL5
P8R
P8L
41'-0" c. to c. Trusses
FLOOR PLAN - SPANS 5-7-9-11-13
L0U1C For Spans 5-7-9-11-13
L0U1BR " " 6-8-10-12-14
U1L1L
U1L2
U2L2L
U2L3
U3L3L
U3L4
U4L4R
U4L5
U5L5L
U5L5R
U6M5
U5M5
L5M5
L5L6
L4L6L
L3L6R
L0L2L
L0L2R
WEST TRUSS
11 Panels @ 23'-9¾" = 261'-11¼" c. to c. of end pins
SPANS 5 to 14 Incl.

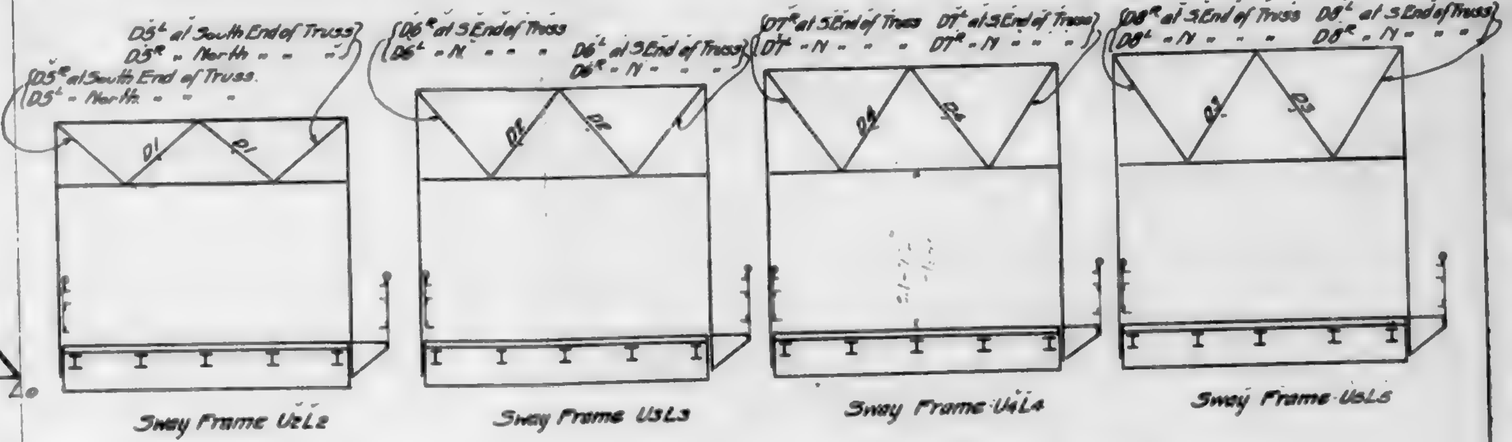






ROADWAY SECTION

Scale: ½" = 1'-0"

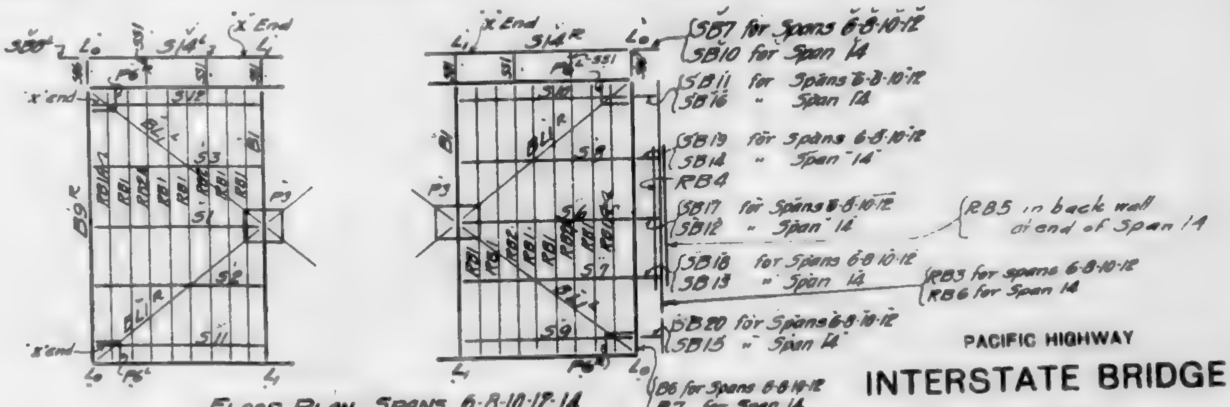


Sway Frame U₂L₂

Sway Frame U₃L₃

Sway Frame U₄L₄

Sway Frame U₅L₅



FLOOR PLAN - SPANS 6-8-10-12-14

Remainder not shown same as spans 5-7-9-11-13

LIST OF DRG'S.

E1 and E2 - masonry Diagrams
E3 " E4 - Erection
D1 Deflection Calculation
1 to 37 inclusive. Details of steelwork.
C1 to C9 inclusive. Details of End Bearings and Down spouts.
C10 - Summary of field Rivets.
C11 to C12 " " " Bolts.
EF1 to EF8 - Erectors field rivet List

PACIFIC HIGHWAY

INTERSTATE BRIDGE

OVER THE

COLUMBIA RIVER

VANCOUVER, WASH. TO PORTLAND, ORE.

MULTNOMAH COUNTY AND CLARKE COUNTY

10 - 261' - 11¼" SPANS

ERECTION DIAGRAM

GARY No. 1
GARY
CASPER
JNM Tr. [illegible] 3-4-15
C.A.S. 4-27-15

C 9080 E3

M.E.C. 5-12-15
C.A.S. 5-12-15

RECEIVED
AUG 31 1959
FOR FILING

August 21, 1959

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Gentlemen:

Under our agreement with the U. S. Engineers the Federal Government takes credit for one-half of the salvage value of the two 265-foot trusses which were removed from the existing bridge and replaced by the single 530-foot span. We are advertising sale of these trusses so that we may realize the salvage value and the Federal Government may take credit in their accounting for one-half of this value.

You will note that we are also advertising the sale of the material from Span 14 which was removed and replaced by a concrete viaduct in order to provide room for the toll plaza. I discussed this matter by phone with Mr. Hedges a few days ago.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. Ivan D. Merchant

A

RECEIVED
AUG 10 1959
FOR FILING

[illegible]
5205

August 7, 1959

The District Engineer
Corps of Engineers
U. S. Army
[illegible] Pittock Block
Portland 5, Oregon

Dear Sir:

Re: Interstate Bridge Between
Portland, Oregon and
Vancouver, Washington

Attached hereto is the second billing covering cooperative work between the Corps of Engineers and the States of Oregon and Washington on revisions to the existing Interstate Bridge between Portland, Oregon and Vancouver, Washington.

This billing is submitted in quadruplicate and supported by four copies of Contractor's Monthly Estimate No. 14 for work done to August 1, 1959, the document on which the billing is based.

Very truly yours,

W. C. Williams
State Highway Engineer

by

G. S. Paxson
Assistant State Highway Engineer

GAC/mm
Attached
cc: Mr. D. B. Hedges—w/att.
Mr. C. H. Nelson
Mr. C. W. Gardner—w/att.

P.S. This is a follow-up of the first paragraph of my letter of August 3 wherein I advised you that the Army Engineers had told us that they had $1,000,000 available for reimbursement on cooperative work. I propose to handle the billing and transfer of funds to you in the same manner we handled the first $40,000 billing.

G.S.P.

Form A-150x—15M—6-59

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No.

Date August 6, 1959

Your Req. No.

Billing Request No.

Credit Distribution:

U.S. Army Engineer
District, Portland
628 Pittock Block
Portlnd, Oregon

Co-op share on Portland/Vancouver Interstate (East) Bridge reconstruction per Order of Apportionment dated 21 May, 1958 (Miscellaneous Contract and Agreement 2048)

Amount paid to contractor on cooperative items per Order of Apportionment dated 21 May 1958 -		$1,171,091.00
+ 15% engineering and contingencies - - - - - - - - - - - - - - - - - - -		175,663.65
Total		$1,346,754.65
50% borne by United States		673,377.32
Less expired service life	$39,525.00	
Salvage	20,532.00	60,057.00
Cost borne by United States		$ 613,320.32
Previous payments		40,000.00
Amount claimed for reimbursement		573,320.32

State Printing 21128

INTERSTATE (EAST) BRIDGE - COOP WORK

COMPLETED AS OF 1 AUGUST 1959 (EST. #14)

	Item	Contract		Compl. 8-1-59	
		Quan.	Amt.	Quan.	Amt.
1	Alter Pier 4	100%	180,000	92%	165,600
2	" " 6	"	180,000	92.8%	167,040
3	" " 7	"	180,000	90.5%	162,900
4	" " 8	"	180,000	92.8%	167,040
5	" " 9	"	178,000	93.8%	166,964
6	" " 10	"	16,400	40%	6,560
7	Remove Pier 5	"	43,600	42%	18,312
8	" Spans 5 & 6	"	80,000	100%	80,000
10	Span 5/6 in place	"	275,800	-0-	-0-
11	Alter Span 4	"	83,000	81.8%	67,894
12	" " 7 & 8	"	174,000	53%	92,220
13	" " 9	"	28,000	86.7%	24,276
14	" " 10	"	20,000	92%	18,400
15	" " 11	"	11,000	94.8%	10,428
16	" " 12	"	3,500	87.2%	3,052
22	Riprap at $3.50 T	17,000	59,500	5830	20,405
					1,171,091

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's B

Section Portland-Vancouver Interstate (East) Bridge Reconstruction County Multnomah, Ore./Clark,Wash. Wo

Kind of work Revisions to Existing Piers & Spans Highway Pacific Spe

Contractor General Construction Company Date of award May 28, 1958 FAP No. – Work begun 6-26-58 Esti

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Performed to
				Quantity	Amount		Quantity	Amount		Quantity
1. Alter Pier 4 C	All Required			All	180,000	00	100%	180,000	00	92.0%
2. Alter Pier 6 C	All Required			All	180,000	00	100%	180,000	00	92.8 %
3. Alter Pier 7 C	All Required			All	180,000	00	100%	180,000	00	90.5%
4. Alter Pier 8 C	All Required			All	180,000	00	100%	180,000	00	92.0%
Alter Pier 9 C	All Required			All	178,000	00	100%	178,000	00	93.8%
6. Alter Pier 10 C	All Required			All	16,400	00	100%	16,400	00	40.0%
7. Remove Pier 5 C	All Required			All	43,600	00	100%	43,600	00	42.0%
8. Remove Spans 5 and 6 C	All Required			All	80,000	00	100%	80,000	00	100%
9. Remove Span 14	All Required			All	36,000	00	100%	36,000	00	93.0%
10. Span 5/6 in Place C	All Required			All	675,800	00	100%	675,800	00	None
11. Alter Span 4 C	All Required			All	83,000	00	100%	83,000	00	81.8%
12. Alter Spans 7 and 8 C	All Required			All	174,000	00	100%	174,000	00	53.0%
13. Alter Span 9 C	All Required			All	28,000	00	100%	28,000	00	86.7%
14. Alter Span 10 C	All Required			All	20,000	00	100%	20,000	00	92.0%
15. Alter Span 11 C	All Required			All	11,000	00	100%	11,000	00	94.8%
16. Alter Span 12 C	All Required			All	3,500	00	100%	3,500	00	97.2%
Alter Span 13	All Required			All	3,500	00	100%	3,500	00	47.0%
18. Electrical and Mechanical Equipment	All Required			All	400,000	00	100%	400,000	00	67.0%
19. Bridge Buildings	All Required			All	15,000	00	100%	15,000	00	45.0%
20. Alter Construction Walkway	All Required			All	11,000	00	100%	11,000	00	50.0%
21. Maintenance Painting	All Required			All	110,000	00	100%	110,000	00	47.5%
22. Riprap [illegible] C	Ton	3	50	34,000	119,000	00	34,000	119,000	00	20,900
Totals										

Amount Retained @ .... %

Total Payments

Instructions: If an increase in construction authorization has been approved by the Highway Department show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for construction show the per cent of overrun in space "b".

(a)	(b)

ost Report and Bridge Contractor's Estimate

ecor.struction County Multnomah, Ore.; Clark, Wash. Work done to August 1, 1959
Pacific FAP No. – Specified date of completion 12-31-59
ard May 28, 1958 Work begun 6-26-58 Estimated date of completion 1-31-59

Estimate No. 14
Contract No. 5205
Job prefix 7971-534

Authorization		Estimate Corrected to Date			Performed to Date			Previous Estimate			Present Estimate		
Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
180,000	00	100%	180,000	00	92.0%	165,600	00	90.4%	162,720	00	1.6%	2,880	00
180,000	00	100%	180,000	00	92.8 %	167,040	00	89.2%	160,560	00	3.6%	6,480	00
180,000	00	100%	180,000	00	90.5%	162,900	00	87.7%	157,860	00	2.8%	5,040	00
180,000	00	100%	180,000	00	92.8%	167,040	00	89.0%	160,200	00	3.8%	6,840	00
178,000	00	100%	178,000	00	93.8%	166,964	00	91.4%	162,692	00	2.4%	4,272	00
16,400	00	100%	16,400	00	40.0%	6,560	00	None			40.0%	6,560	00
43,600	00	100%	43,600	00	42.0%	18,312	00	25.5%	11,118	00	16.5%	7,194	00
80,000	00	100%	80,000	00	100%	80,000	00	69.4%	55,520	00	30.6%	24,480	00
36,000	00	100%	36,000	00	93.0%	33,480	00	93.0%	33,480	00	None		
675,800	00	100%	675,800	00	None			None			None		
83,000	00	100%	83,000	00	81.8%	67,894	00	76.5%	63,495	00	5.3%	4,399	00
174,000	00	100%	174,000	00	53.0%	92,220	00	45.1%	78,474	00	7.9%	13,746	00
28,000	00	100%	28,000	00	86.7%	24,276	00	85.8%	24,024	00	0.9%	252	00
20,000	00	100%	20,000	00	92.0%	18,400	00	92.0%	18,400	00	None		
11,000	00	100%	11,000	00	94.8%	10,428	00	94.8%	10,428	00	None		
3,500	00	100%	3,500	00	87.2%	3,052	00	87.2%	3,052	00	None		
3,500	00	100%	3,500	00	47.0%	1,645	00	47.0%	1,645	00	None		
400,000	00	100%	400,000	00	67.0%	268,000	00	65.1%	260,400	00	1.9%	7,600	00
15,000	00	100%	15,000	00	45.0%	6,750	00	45.0%	6,750	00	None		
11,000	00	100%	11,000	00	50.0%	5,500	00	43.6%	4,796	00	6.4%	704	00
110,000	00	100%	110,000	00	47.5%	52,250	00	47.5%	52,250	00	None		
119,000	00	14,000	119,000	00	20,900	73,150	00	20,900	73,150	00	None		

Amount Retained @ %

Total Payments

(b)

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section Portland-Vancouver Inte[illegible] Bridge Reconstruction County Multnomah, Ore./Clark, Wash.
Kind of work Revisions to Existing Piers & Spans Highway Pacific FAP No.
Contractor General Construction Company Date of award May 28, 1958 Work begun 6-16-58

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Performed
				Quantity	Amount		Quantity	Amount		Quantity
23. Roadway Lighting	All Required			All	37,000	00	100%	37,000	00	15.0%
SOUTH APPROACH:										
24. Shoring, Cribbing, Etc.	All Required			All	42,500	00	100%	42,500	00	100%
25. Structural Excavation	Cu Yd	3	00	900	2,700	00	950	2,850	00	910
26. Excav. Below Elevas. Shown	Cu Yd	10	00	80	800	00	None			None
27. Furnish Untreated Tbr. Piling	Lin Ft	0	65	1,800	1,170	00	1,800	1,170	00	1,800
28. Furnish Treated Tbr. Piling	Lin Ft	1	45	4,300	6,235	00	4,700	6,815	00	4,700
29. Drive Timber Piling	Each	50	00	112	5,600	00	130	6,500	00	130
30. Seal Concrete	Cu Yd	31	50	100	3,150	00	92.44	2,911	86	92.44
31. Class "A" Concrete	Cu Yd	100	00	1,160	116,000	00	1,225	122,500	00	1,000
32. Metal Reinforcing	Lb	0	15	290,000	43,500	00	290,000	43,500	00	275,000
33. Standard Metal Handrail	Lin Ft	11	00	540	5,940	00	560	6,160	00	None
34. Concrete Slab Riprap	Sq Yd	8	00	200	1,600	00	700	5,600	00	250
Total Contract Items					2,993,995	00		3,005,306	86	
MATERIALS ON HAND										
Metal Reinforcement	lb	0	072				None			10,000
Paint	gal	3	02				None			100
Metal Handrail	l.f.	6	12				None			536
Electrical Equipment 90% of		24,937	34				None			
Structural Steel	lb	0	169				None			498,681
TOTAL ALL ITEMS					2,993,995	00		3,005,306	86	
Totals										

Amount Retained

Total Payments

osi Report and Bridge Contractor's Estimate

Sheet 2 of 3

econstruction County Multnomah, Ore

Pacific

ard May 28, 1958

FAP No.

Work begun 6-16-58

Work done to August 1, 1959

Specified date of completion 12-31-59

Estimated date of completion 1-31-60

Estimate No. 16

Contract No. 5205

Job prefix 7971-534

Authorization		Estimate Corrected to Date			Performed to Date			Previous Estimate			Present Estimate		
Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
37,000	00	100%	37,000	00	15.0%	5,550	00	11.3%	4,181	00	3.7%	1,369	00
42,500	00	100%	42,500	00	100%	42,500	00	100%	42,500	00	None		
2,700	00	950	2,850	00	910	2,730	00	880	2,640	00	30	90	00
800	00	None			None			None			None		
1,170	00	1,800	1,170	00	1,800	1,170	00	1,800	1,170	00	None		
6,235	00	4,700	6,815	00	4,700	6,815	00	4,700	6,815	00	None		
5,600	00	130	6,500	00	130	6,500	00	130	6,500	00	None		
3,150	00	92.44	2,911	86	92.44	2,911	86	92.44	2,911	86	None		
116,000	00	1,225	122,500	00	1,000	100,000	00	570	57,000	00	430	43,000	00
43,500	00	290,000	43,500	00	275,000	41,250	00	118,500	17,775	00	156,500	23,475	00
5,940	00	560	6,160	00	None			None			None		
1,600	00	700	5,600	00	250	2,000	00	225	1,800	00	25	200	00
2,993,995	00		3,005,306	86		1,802,887	86		1,644,306	86		158,581	00
		None			10,000	720	00	38,000	2,736	00	-28,000	-2,016	00
		None			100	302	00	100	302	00	None		
		None			534	3,268	08	534	3,268	08	None		
		None				22,443	61		26,158	66		-3,715	05
		None			1,498,681	253,277	09	None			1,498,681	253,277	09
2,993,995	00		3,005,306	86		2,082,898	64		1,676,771	60		406,127	04

Amount Retained

Total Payments

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section Portland-Vancouver Interstate (East) Bridge Reconstruction County Multnomah, Ore./Clark, Wash.

Kind of work Revisions to Existing Piers & Spans Highway Pacific FAP No.

Contractor General Construction Company Date of award May 28, 1958 Work begun 6-16-58

Item	Unit	Unit Price		Original Authorization Quantity	Original Authorization Amount		Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount		Performed Quantity	
Contingencies					134,842	28					
EWO#1 Maint. of Struct. Steel								3,000	00		
EWO#2 Const. storage fence								1,500	00		
EWO#3 Service walkway								300	00		None
PA#1 Revise pier 6 foundation	All	Lump					100%	9,850	00	100%	
PA#2 Shear keys	All	Lump					100%	2,682	00	100%	
PA#3 Repair sheave shafts	All	Lump					100%	1,070	00	100%	
PA#4 Expansion plate straps	All	Lump					100%	270	00	50%	
SPO#1 South approach lighting								950	00		
SPO#2 Detour lighting								450	00		
SPO#3 Clean rocker nests and bolts								1,725	00		None
SPO#5 Move 11KV line								1,450	00		None
SPO#6 Traffic gate arms								400	00		None
Miscellaneous Grading at South End					2,500	00		2,500	00		None
Engineering					239,719	60		75,000	00		
Totals					3,371,056	88		3,107,512	[illegible]		2.0

Amount Retained @ 10 % 2

Total Payments 1.8

Instructions: If an increase in construction authorization has been approved by the Highway Department show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for [illegible]

(a)

(b)

Correct

Approved

Cost Report and Bridge Contractor's Estimate

Reconstruction County Multnomah, [illegible] August 1, 19[illegible]

ay [illegible]ific	FAP No.	Work done to [illegible]	Estimate No. 24
of award May 28, 1958	Work begun 6-16-58	Specified date of completion [illegible]	Contract No. 5205
		Estimated date of completion [illegible]	Job prefix [illegible]71-534

ginal Authorization		Estimate Corrected to Date		Performed to Date		Previous Estimate		Present Estimate	
tity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount
	134,842 28								
			3,000 00		1,339 95		1,339 95	None	
			1,500 00		1,001 21		1,001 21	None	
			300 00	None		n None		None	
		100%	9,850 00	100%	9,850 00	100%	9,850 00	None	
		100%	2,681 00	100%	2,681 00	100%	1,580 00	None	
		100%	1,070 00	100%	1,070 00	100%	1,070 00	None	
		100%	270 00	50%	135 00	None		50%	135 00
			950 00		743 27				
			450 00		168 37				
			1,725 00	None					
			2,430 00	None					
			480 00	None					
	2,500 00		2,500 00	None					
	239,719 60		75,000 00		52,000 00				
	3,371,056 88		3,107,512 86		2,098,975 86		1,692,713 76		405,262 04
	Amount Retained @ 10 %				209,897 59		169,271 38		40,626 20
	Total Payments				1,889,078 27		1,523,442 38		365,635 84

Correct ____________________, Resident Engineer

Approved ____________________, Division Engineer

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AUG 3 - 1959
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[illegible] 554

[illegible]

August 3, 1959

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

I am attaching hereto a copy of a letter received from the Corps of Engineers advising that $1,000,000 is available as reimbursement for its portion of the reconstruction of the Interstate Bridge. We are making up a billing for all monies due us under our agreement up to the 31st of July.

I am attaching a tabulation showing the financial picture of the Interstate Bridge insofar as our information goes. The cost of the toll facilities is still partially an estimate as we still have a contract to let for the signing, lighting, etc. Also, the amounts shown for the east bridge reconstruction are estimates only as this work has not been completed. We have endeavored to make this tabulation realistic and it does not contain any padding at all. There may be further savings in contract amounts and there might be some additional costs in unforeseen extra work items. We have not shown the right-of-way costs for the warehouse at the north end of the bridge. Our records do not show the cost of this item.

I would suggest that the tabulation be revised to correspond with your records as to these right of way costs and also as to the financing costs which have been taken from a statement you furnished some months ago.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Attach.
GSP:gm
cc Mr. W. A. Bugge
Mr. W. C. Williams
Mr. C. A. Gardner

VANCOUVER-PORTLAND INTERSTATE BRIDGE PROJECT

Rev. Est. of Cost to Const. 7-22-59

SOUTH APPROACH

1. Grade & Pave Oregon Slough			
Interstate Br. Section			
Cont. 5026 (Final)			
Contract Constr.	$ 271,232.04	$	$
Constr. Engr.	30,131.71		
Misc. State Force Work	10,156.40	311,520.15	
2. Oregon Slough Br. Reconstr.			
Contract 4653 (Final)			
Contract Constr.	1,266,038.63		
Constr. Engr.	32,359.23		
Misc. State Force Work	11,231.95	1,309,629.81	
3. Landscape Oregon Slough			
Interstate Bridge Sec.			
Contract 5312 (Not Final)			
Contract Constr.	18,561.40		
Constr. Engr.	1,270.44		
Misc. State Force Work	203.74	20,035.58	
4. Rights of Way		200,000.00	1,841,185.54

COLUMBIA RIVER CROSSINGS

1. West Br., Cont. 4653 (Final)			
Contract Constr.	5,548,337.10		
Constr. Engr.	142,555.51		
Misc. State Force Work	1,093.53	5,691,986.14	
2. East Bridge Reconst.			
Cont. 5205 (Not Final)			
Contract Constr.	3,023,068.00		
Constr. Engr.	75,000.00		
Misc. State Force Work	8,535.00	* 3,106,603.00	
*Includes only known contingencies, does not provide future contingency fund			
3. Toll Facilities			
Equipt. Contract 5468 (Not Final)			
Contract Constr.	301,600.00		
Const. Engr.	6,032.00		
Contingencies	3,016.00	310,648.00	
Bldg., Canopy, Islands, etc., Contract 5518 (Not Final)			
Contract Constr.	142,600.00		
Constr. Engr.	11,408.00		
Contingencies	6,417.00	160,425.00	
Signing, Lighting, etc., to contract (Est. Only)			
Contract Constr.	135,000.00		
Constr. Engr.	6,750.00		
Contingencies	6,750.00	148,500.00	9,418,162.14

NORTH APPROACH

Wash. Current Contract (Assumed Final)		$ 79,120.56	$
Bal-Total to equal Oregon Slough Approach		1,762,064.98	$ 1,841,185.54
			13,100,533.22

GENERAL

Financing, Insurance, Interest, Etc.			
From T. B. A. statement 4/20/59			
Preliminary Engineering	$ 83,201.84		
Financing & Administration	38,865.47		
Insurance to May 1, 1959	91,059.79		
Insurance 5/1/59 to 5/1/62 (Est.)	160,000.00		
Toll Collection Operating Funds	50,000.00	423,127.10	
Bond Interest - $9,300,000	1,176,450.00		
Bond Interest - $5,200,000	281,535.00	1,457,985.00	1,881,112.10
TOTAL ALL			14,981,645.32

FUNDS AVAILABLE

Receipts 9,300,000 bond issue	9,165,740.94		
Receipts 5,200,000 bond issue	5,113,961.55	14,279,702.49	
Interest Earned on Constru. Fund		373,485.76	
Additional Interest to 12/31/59		60,000.00	
Truman Hobbs participation		1,143,303.00	15,856,491.25

Recap	
Funds Available	15,856,491.25
Total Costs	14,981,645.32
Anticipated Surplus	874,845.93

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771-224

5205

June 23, 1959

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

Re: Columbia River Interstate Bridge
between Portland and Vancouver

Under our contract for the reconstruction of the existing bridge, we specified completion on or before December 31, 1959. This, like all of our contracts, is contingent upon delays beyond the control of the contractor. Since this contract was awarded, work has been shut down over the following periods: July 11 to August 14, 1958 - 35 days; March 25 to March 29, 1959 - 5 days; May 7 to June 17, 1959 - 42 days; total 82 days. The contractor could claim an extension in this amount, which would carry us up to March 22, 1960 for a completion date.

At the time of the last shut down on May 7, we were slightly ahead of the schedule laid out for the project. Our resident engineer estimates that we are now about one month behind the schedule and it may be that some of this lost time will be made up.

I submit this information so that you may be fully advised as to a possibility of an overrun in time.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc Mr. W. A. Bugge
Mr. W. C. Williams

FORM E 123X 12,500 4

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

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1971-534
5225

April 3, 1959

Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Attention: Mr. D. B. Hedges

Gentlemen:

We are enclosing herewith our check No. M 6735 in the amount of $40,000.00. This check represents reimbursement from U.S. Corps of Engineers covering cooperative work between the Corps of Engineers and the states of Oregon and Washington on the revisions to the existing Interstate Bridge between Portland, Oregon and Vancouver, Washington.

Very truly yours,

W. C. Williams
State Highway Engineer

By:

C. H. Maison
Auditor

CHM:ch

Enclosure

cc: G. S. Paxson

NOTED

RECEIVED
- 3 1959
OFFICE OF
STATE HIGHWAY ENGINEER

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[illegible]

5205

February 18, 1959

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Attached hereto is the first billing covering cooperative work between the Corps of Engineers and the States of Oregon and Washington on the revisions to the existing Interstate Bridge between Portland, Oregon, and Vancouver, Washington. This billing is submitted in quadruplicate.

The amount of cooperative work done to February 1, 1959 totals $840,596 and, after taking account of the expired service life and salvage as provided in the Order of Apportionment dated May 21, 1958, the amount due from the Federal Government is $360,241; however, in accordance with your letter of February 11, 1959, the claim for reimbursement under this billing is restricted to $40,000.

Supporting the billing, I am attaching four copies of the monthly estimate No. 6 covering work done to February 1, 1959. On this estimate the items on which the Federal Government cooperates are marked capital "C" and the items upon which no cooperation is claimed are marked N/C.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

Attach.
cc Mr. W. A. Bugge
Mr. D. B. Hedges

Mr. W. C. Williams
Mr. C. H. Maison
Mr. C. A. Gardner

[illegible]

INVOICE

Oregon State Highway Department

SALEM, OREGON

Invoice No.

Date February 17, 1959

Your Req. No.

Billing Request No. [illegible]

Credit Distribution.

U.S. Army Engineer
District, Portland
628 Pittock Block
Portland, Oregon

Co-op share on Portland/Vancouver Interstate (East) Bridge reconstruction per Order of Apportionment dated 21 May, 1958 (Miscellaneous Contract and Agreement 2048)

Amount paid to contractor on cooperative items per Order of Apportionment dated 21 May 1958 - - - - - - - - - - - - - - -		$828,174.00
/ 15% engineering and contingencies - - - - - - - - - - - - -		12,422.00
Total		$840,596.00
50% borne by United States		420,298.00
Less expired service life - -	$39,525.00	
Less salvage - - - - - - - - - - -	20,532.00	60,057.00
Cost borne by United States		360,241.00
Previous payments		-0-
Amount claimed for reimbursement		$ 40,000.00

Attached Contract Estimate #8
[illegible] Letter 11 Feb., 1959

STATE PRINTING [illegible]

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's Es

Section Portland-Vancouver Interstate (East) Bridge Reconstruction **County** Multnomah, Ore./Clark,Wash

Kind of work Revisions to Existing Piers & Spans **Highway** Pacific **FAP No.** –

Contractor General Construction Company **Date of award** May 28, 1958 **Work begun** 16 Jun 58

Item		Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Performed to Date	
					Quantity	Amount		Quantity	Amount		Quantity	Am
1. Alter Pier 4	C	All Required			All	180,000	00	100%	180,000	00	37.3%	
2. Alter Pier 6	C	All Required			All	180,000	00	100%	180,000	00	75.3%	
3. Alter Pier 7	C	All Required			All	180,000	00	100%	180,000	00	82.0%	
4. Alter Pier 8	C	All Required			All	180,000	00	100%	180,000	00	86.5%	
5. Alter Pier 9	C	All Required			All	178,000	00	100%	178,000	00	86.0%	
Alter Pier 10	C	All Required			All	16,400	00	100%	16,400	00	None	
7. Remove Pier 5	C	All Required			All	43,600	00	100%	43,600	00	25.3%	
8. Remove Spans 5 and 6	C	All Required			All	80,000	00	100%	80,000	00	11.7%	
9. Remove Span 14	N/C	All Required			All	36,000	00	100%	36,000	00	4.0%	
10. Span 5/6 in Place	C	All Required			All	675,800	00	100%	675,800	00	None	
11. Alter Span 4	C	All Required			All	83,000	00	100%	83,000	00	63.5%	
12. Alter Spans 7 and 8	C	All Required			All	174,000	00	100%	174,000	00	33.0%	
13. Alter Span 9	C	All Required			All	28,000	00	100%	28,000	00	63.7%	
14. Alter Span 10	C	All Required			All	20,000	00	100%	20,000	00	57.7%	
15. Alter Span 11	C	All Required			All	11,000	00	100%	11,000	00	58.1%	
16. Alter Span 12	C	All Required			All	3,500	00	100%	3,500	00	None	
17. Alter Span 13	N/C	All Required			All	3,500	00	100%	3,500	00	None	
18. Electrical and Mechanical Equipment	N/C	All Required			All	400,000	00	100%	400,000	00	9.3%	
19. Bridge Buildings	N/C	All Required			All	15,000	00	100%	15,000	00	18.0%	
20. Alter Construction Walkway	N/C	All Required			All	11,000	00	100%	11,000	00	None	
21. Maintenance Painting	N/C	All Required			All	110,000	00	100%	110,000	00	47.5%	
22. Riprap	C	Ton	3	50	34,000	119,000	00	34,000	119,000	00	None	
Totals												

Amount Retained @ . . . %

Total Payments

Instructions: If an increase in construction authorization has been approved by the Highway Department show the amount of the increased authorization for construction in space "a" to the right. If the "estimate corrected to date" exceeds the amount of the approved authorization for construction show the per cent of overrun in space "b".

(a)

(b)

Cost Report and Bridge Contractor's Estimate

Sheet 1 of 3

ge Reconstruction County Multnomah, Ore./Clark,Wash Work done to 1 Feb 59 Estimate No. 8
ay Pacific FAP No. – Specified date of completion 31 Jan 59 Contract No. 5205
f award May 28, 1958 Work begun 16 Jun 58 Estimated date of completion 31 [illegible] 59 Job prefix 7971-534

inal Authorization			Estimate Corrected to Date			Performed to Date			Previous Estimate			Present Estimate		
ty	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
All	180,000	00	100%	180,000	00	37.3%	67,140	00	8.4%	15,120	00	28.9%	52,020	00
All	180,000	00	100%	180,000	00	75.3%	135,540	00	35.0%	63,000	00	[illegible]	72,540	00
All	180,000	00	100%	180,000	00	82.0%	147,600	00	61.7%	111,060	00	20.3%	36,540	00
All	180,000	00	100%	180,000	00	86.3%	155,340	00	85.5%	153,900	00	0.8%	1,440	00
All	178,000	00	100%	178,000	00	86.8%	154,504	00	86.4%	153,792	00	0.4%	712	00
All	16,400	00	100%	16,400	00	None			None			None		
All	43,600	00	100%	43,600	00	25.5%	11,118	00	25.5%	11,118	00	None		
All	80,000	00	100%	80,000	00	11.7%	9,360	00	6.3%	5,040	00	5.4%	4,320	00
All	36,000	00	100%	36,000	00	4.0%	1,440	00	4.0%	1,440	00	None		
All	675,800	00	100%	675,800	00	None			None			None		
All	83,000	00	100%	83,000	00	63.5%	52,705	00	58.2%	48,306	00	5.3%	4,399	00
All	174,000	00	100%	174,000	00	33.0%	57,420	00	1.4%	2,436	00	31.6%	54,984	00
All	28,000	00	100%	28,000	00	69.7%	19,516	00	None			69.7%	19,516	00
All	20,000	00	100%	20,000	00	57.7%	11,540	00	57.7%	11,540	00	None		
All	11,000	00	100%	11,000	00	58.1%	6,391	00	58.1%	6,391	00	None		
All	3,500	00	100%	3,500	00	None			None			None		
All	3,500	00	100%	3,500	00	None			None			None		
All	400,000	00	100%	400,000	00	9.3%	37,200	00	3.6%	14,400	00	5.7%	22,800	00
All	15,000	00	100%	15,000	00	18.0%	2,700	00	12.0%	1,800	00	6.0%	900	00
All	11,000	00	100%	11,000	00	None			None			None		
All	110,000	00	100%	110,000	00	47.5%	52,250	00	47.5%	52,250	00	None		
000	119,000	00	34,000	119,000	00	None			None			None		

Amount Retained @ ... %

Total Payments

(a)

(b)

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Section Portland-Vancouver Interstate (East) Bridge Reconstruction County Multnomah, Ore./Clark, Wash
Kind of work Revisions to Existing Piers & Spans Highway Pacific FAP No. -
Contractor General Construction Company Date of award May 28, 1958 Work begun 16 Jun 58

Item	Unit	Unit Price		Original Authorization			Estimate Corrected to Date			Performed
				Quantity	Amount		Quantity	Amount		Quantity
23. Roadway Lighting N/C	All Required			All	37,000	00	100%	37,000	00	[illegible]
SOUTH APPROACH: 24. Shoring, Cribbing, Etc. N/C	All Required			All	42,500	00	100%	42,500	00	100%
25. Structural Excavation N/C	Cu Yd	3	00	900	2,700	00	900	2,700	00	786
26. Excav. Below Elevas. Shown N/C	Cu Yd	10	00	80	800	00	None			None
27. Furnish Untreated Tbr. Piling N/C	Lin Ft	0	65	1,800	1,170	00	1,800	1,170	00	1,800
28. Furnish Treated Tbr. Piling N/C	Lin Ft	1	45	4,300	6,235	00	4,700	6,815	00	4,700
29. Drive Timber Piling N/C	Each	50	00	112	5,600	00	130	6,500	00	130
30. Seal Concrete N/C	Cu Yd	31	50	100	3,150	00	92.44	2,911	86	92.44
31. Class "A" Concrete N/C	Cu Yd	100	00	1,160	116,000	00	1,160	116,000	00	[illegible]
32. Metal Reinforcing N/C	Lb	0	15	290,000	43,500	00	290,000	43,500	00	29,000
33. Standard Metal Handrail N/C	Lin Ft	11	00	540	5,940	00	560	6,160	00	None
34. Concrete Slab Riprap N/C	Sq Yd	8	00	200	1,600	00	700	5,600	00	None
Total Contract Items					2,993,995	00		2,998,656	86	
								Co op items		
								N/C "		
MATERIALS ON HAND:										
Metal Reinforcement	lb.	0.072					None			70,000
Paint	gal.	1.62					None			100
Piling	l.f.	0.48					None			None
Elec. Equipment	90% of $21,[illegible]7.97						None			
Total all items								2,998,656	86	
Totals										

Amount Retained @ %

Total Payments

Instructions If an increase in construction authorization has been approved by the Highway Department show the amount of the increased [illegible] construction in space "a" to the right If the estimate [illegible] exceeds the amount of the approved authorization for [illegible] the amount of overrun in space "b"

(a)

(b)

y Cost Report and Bridge Contractor's Estimate

[illegible] 3

ce econstruction County Multnomah, Ore. Clark, Wash Work done to 1 Feb 59 Estimate No. 8 52[illegible]5
way Pacific FAP No. - Specified date of completion 31 [illegible] 59 Contract No. 7971-534
of award May 28, 1958 Work begun 16 Jun 58 Estimated date of completion 31 [illegible] 59 Job prefix

iginal Authorization			Estimate Corrected to Date			Performed to Date			Previous Estimate			Present Estimate		
tity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
All	37,000	00	100%	37,000	00	2.0%	740	00	2.0%	740	00	None		
All	42,500	00	100%	42,500	00	100%	42,500	00	100%	42,500	00	None		
900	2,700	00	900	2,700	00	786	2,358	00	786	2,358	00	None		
80	800	00	None			None			None			None		
,800	1,170	00	1,800	1,170	00	1,800	1,170	00	1,800	1,170	00	None		
,300	6,235	00	4,700	6,815	00	4,700	6,815	00	4,700	6,815	00	None		
112	5,600	00	130	6,500	00	130	6,500	00	130	6,500	00	None		
100	3,150	00	92.44	2,911	86	92.44	2,911	86	92.44	2,911	86	None		
,160	116,000	00	1,160	116,000	00	293	29,300	00	293	29,300	00	None		
,000	43,500	00	290,000	43,500	00	29,000	4,350	00	29,000	4,350	00	None		
540	5,940	00	560	6,160	00	None			None			None		
200	1,600	00	700	5,600	00	None			None			None		
	2,993,995	00		2,938,656	86		[illegible]	86		[illegible]	86		[illegible]	00
			Co op items				828,174	-						
			N/E "				135834	86						
			None			70,000	5,040	00	60,000	4,320	00	10,000	720	00
			None			100	382	00	100	382	00	None		
			None			None			5,940	2,851	20	-5,940	-2,851	20
			None				19,158	37		19,158	37	None		
				2,938,656	86		[illegible]	03		[illegible]	23		[illegible]	00

Amount Retained @ %

Total Payments

(a)

(b

1

OREGON STATE HIGHWAY DEPARTMENT

Monthly Cost Report and Bridge Contractor's

Portland-Vancouver Interstate (East) Bridge Reconstruction County Multnomah, Ore., Clark, Wash.

Kind of work Revisions to Existing Piers & Spans Highway Pacific FAP No. -

Contractor General Construction Company Date of award May 28, 1958 Work begun 16 Jun 59

Item	Unit	Unit Price	Original Authorization Quantity	Original Authorization Amount	Estimate Corrected to Date Quantity	Estimate Corrected to Date Amount	Performed Quantity
Contingencies				134,842 28			
EWO #1 Maintenance to Struct. Steel						3,000 00	
F.A. #1 Revise Pier 6 Foundation					1006	[illegible] 00	1006
Miscellaneous Grading at South End				2,500 00		2,500 00	
~~Engineering~~				239,719 60		239,719 60	(2
Totals				3,371,056 88		3,253,7[illegible] 86	1,0

Amount Retained @ 10 %

Total Payments

... increase in construction authorization has been ap... Department show the amount of the increased ... in space (a) to the right. If the "estimate ... the amount of the approved authorization for ...

(a)

(b)

Correct

Approved

Cost Report and Bridge Contractor's Estimate

3 of 3

Reconstruction County Multnomah, Ore. Clark, Wash. Work done to 1 Feb 59 Estimate No. 8

Pacific FAP No. - Specified date of completion 31 Dec 59 Contract No. 5205

award May 28, 1958 Work begun 16 Jun 59 Estimated date of completion 31 Dec 59 Job prefix 7971-534

nal Authorization			Estimate Corrected to Date			Performed to Date			Previous Estimate			Present Estimate		
y	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount		Quantity	Amount	
	134,842	28												
				1,000	00		1,339	95		1,306	09		33	86
			1065	9,850	00	1065	9,850	00	685	6,107	00	380	3,742	00
	2,500	00		2,500	00				For information only					
	239,719	60		239,719	60		(28,500	00)	do not include in totals					
	3,371,056	88		3,253,726	46		1,050,690	98		777,874	32		272,816	66
	Amount Retained @ 10 %						105,069	10		77,787	43		27,281	67
	Total Payments						945,621	88		700,086	89		245,534	99

Correct Alfred A. [illegible] Resident Engineer

Approved Division Engineer

February 18, 1939

Mr. W. A. Bugge, Director
Department of Highways
Olympia, Washington

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Olympia, Washington

Gentlemen:

Herewith a copy of a letter to the Corps of Engineers submitting the first billing for reimbursement on the revisions to the existing Interstate Bridge at Vancouver. In accordance with my telephone conversation with Mr. Hedges, I am billing this in the name of the Oregon State Highway Department and upon receipt of the warrant from the Corps will remit the amount to the Washington Toll Bridge Authority.

For your information, I am attaching a copy of the letter received from the Corps restricting our claim for reimbursement at this time to $40,000.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. C. H. Maison
Mr. C. A. Gardner

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPHS

11 February 1959

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to your letter of 21 January 1959 relative to the Order of Apportionment for costs of revising the old Columbia River Bridge between Portland, Oregon, and Vancouver, Washington.

With reference to the procedure of presenting bills for reimbursable work to be performed under the Order of Apportionment, your invoices should be submitted in quadruplicate to conform to the same format as set forth in paragraph "a" of the Order of Apportionment, which would be as follows:

Amount paid to contractor		$ - - - - - -
Plus 15% Engineering and Contingencies		- - - - - -
		$ - - - - - -
50% borne by United States		$ - - - - - -
Less: Expired service life	$39,525.00	
Salvage	20,532.00	60,057.00
Cost borne by United States		$ - - - - - -
Previous payments		$ - - - - - -
Amount claimed for reimbursement		$ - - - - - -

Your invoices should be accompanied by copies of contract payment estimate or receipted invoices from the contractor.

Since only $40,000 is available for payment for the current fiscal year ending 30 June 1959, the amount shown as claimed for reimbursement should not exceed that amount and, of course, it should not exceed the amount shown under "Cost borne by United States".

cc given
Mr. Williams

Periodic inspection of the work will be made by representatives of this office (Mr. Dean Harshberger or Mr. M. M. Clayton) who will contact your representative at the site prior to inspection. Representatives of this office will have no direct contact with the contractor.

Very truly yours,

W. L. Winegar
W. L. WINEGAR
Colonel, Corps of Engineers
District Engineer

RECEIVED
FEB 1 3 1959

RECEIVED
[illegible] 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FEB 18 1959
FOR FILING

[illegible]

5205

February 18, 1959

Dusenbery, Martin, Schwab, Beatty & Parks
Attorneys at Law
1214 Portland Trust Building
Portland 4, Oregon

Attention: Mr. William C. Martin

Gentlemen:

General Construction Company, 4850 N. W. Front Avenue, Portland, hold our Contract No. 5205, for reconstructing the old Interstate Bridge on US 99 between Portland and Vancouver. The contract was awarded to them on May 28, 1958 and it may be that the paint damage claims you mention were incurred during their operations on the old bridge.

We do not have information as to subcontractors who may have been doing the painting work.

This is in reply to your letter of February 17, 1959 requesting information as to the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

VERNE DUSENBERY
CAREY MARTIN
HERBERT M. SCHWAB
WILLIAM C. MARTIN
JOHN C. BEATTY, JR.
ALEX L. PARKS
DAVID TEMPLETON

SIDNEY TEISER
OF COUNSEL

DUSENBERY, MARTIN, SCHWAB, BEATTY & PARKS
ATTORNEYS AT LAW
1214 PORTLAND TRUST BUILDING
PORTLAND 4, OREGON
CAPITOL 6-2631

OUR CABLE ADDRESS
"DUSLAW"
PORTLAND, OREGON

February 17, 1959

[illegible]

State of Oregon
State Highway Commission
Salem, Oregon

Gentlemen:

We represent a number of claimants who have claims because of paint damage to their automobiles while the old Interstate Bridge was being painted.

We understand Guy Atkinson Co. had the contract for building the new bridge and he sub-contracted the painting to some people by the name of Runnels. We had a number of claims against him but they advise us they completed all of their work by the end of June of 1958 and that all the claims for paint damage after the end of June, 1958, were because of painting of the old bridge and they do not have the slightest idea who had the contracts to paint that bridge.

I assume the contracts were with the State Highway Commission and I would appreciate your advising me who had the contracts for the painting of this bridge.

Very truly yours,

William Martin

William C. Martin

WCM:jw

RECEIVED
FEB 18 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 22 1959
FOR FILING

[illegible]

[illegible]

A

January 21, 1959

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Reference is made to the Order of Apportionment for costs of revising the old Columbia River Bridge between Portland, Oregon, and Vancouver, Washington.

It is noted in this Order of Apportionment that the sum of $40,000 is available for payment to the Highway Departments. As you know, this project has been under way since the middle of last summer and reimbursable work totaling a great deal more than this amount has already been completed. It would be appreciated if you would advise me as to the mechanics of presenting bills to your Department for reimbursable work.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gn

cc Mr. W. A. Bugge
Mr. D. B. Hedges
Mr. W. C. Williams

A

RECEIVED
JAN 23 1959
FOR FILING

224

5205

January 21, 1959

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Attached hereto is the original copy of the Order of Apportionment for the cost of revising the old Columbia River Bridge between Portland, Oregon, and Vancouver, Washington. This Order of Apportionment has been accepted as noted by the signatures of the Oregon State Highway Commission, Washington State Highway Commission, and Washington Toll Bridge Authority.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. A. Bugge
Mr. D. B. Hedges
Mr. W. C. Williams

RECEIVED
JAN 21 1959
FOR FILING
M-71-534
2-5

file

Salem, Oregon
January 20, 1959

MISC. CONTRACTS and
AGREEMENTS No. 2248

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Attached for further handling are three fully executed copies of "Order of Apportionment" covering the cost of altering the existing Interstate Bridge over the Columbia River between Portland, Oregon and Vancouver, Washington.

One fully executed copy of the above document has been retained in this office for the Commission's files.

Secretary

rn
Attach: 3

RECEIVED
JAN 23 1959
FOR FILING

A

January 21, 1959

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Gentlemen:

Herewith a copy of the Order of Apportionment for the cost of revising the old Columbia River Bridge between Portland, Oregon, and Vancouver, Washington. We have retained one copy for our file and have sent the original to the District Engineer, Corps of Engineers, U. S. Army, Portland.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

ALBERT D. ROSELLINI, Governor
Chairman of Authority
CLIFF YELLE, State Auditor
FRANCIS PEARSON, Chairman
Public Service Commission
ERNEST J. KETCHAM, Chairman
State Highway Commission
LLOYD K. NELSON, Director
Department of General Administration

STATE OF WASHINGTON

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

W. A. BUGGE, Director of Highways
Ex Officio Member
D. B. HEDGES
Executive Secretary of Authority

RECEIVED
JAN 14 1959
FOR FILING

7971

5205

December 31, 1958

Mr. G. S. Paxson
Assistant State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Paxson:

I am returning herewith four copies of an Order of Apportionment and Agreement covering the reimbursement by the Federal Government covering their portion of costs in the reconstruction of the existing Vancouver - Portland Interstate Bridge.

All copies have been properly approved and executed by the Washington Toll Bridge Authority and the Washington State Highway Commission.

I will appreciate receiving two executed copies of the subject Agreement when the document has been properly approved and executed by the Oregon State Highway Commission. One copy of the Agreement will be needed for the files of the Authority, and the other copy will be required for the files of the Washington State Highway Commission.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

D B Hedges

By: D. B. HEDGES
Executive Secretary

DBH:cap

Enc.

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

Sent to Ore. Hwy Comm for acceptance 1-13-59

NOTED
[illegible]SON

Copy made for Mr. [illegible]

RECEIVED
DEC 18 1958
FOR FILING

[illegible]

5205

December 16, 1958

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Sir:

I am enclosing all four copies of an Order of Apportionment and agreement covering the reimbursement by the Federal Government for their portion of the costs in remodeling the old Columbia River Bridge between Portland and Vancouver. I have examined these papers and they appear to me to be entirely acceptable.

I would call your particular attention to section d. on page 2 of the order which will provide that if the current allocation of funds is not sufficient to cover current reimursable costs, additional allocations may be made if funds are available. We have already incurred costs in excess of the $40,000 available, and I propose to bill the U. S. Engineers for costs already incurred so that they may be in position to request additional allocations.

The Oregor Highway Commission will not meet until the middle of January and in order to expedite the completion of the agreements, I suggest that you obtain the signatures of the Washington Highway Commission and the Washington Toll Bridge Authority and return all four copies to me so that I may present them to our Highway Commission when they meet, after which I will, of course, return copies for the Toll Bridge Authority and the Washington Highway Commission.

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

Enclosures

GSP:ae

cc to: W. C. Williams

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPGD-4

8 December 1958

RED TO
Paxson

Oregon State Highway Department
Salem
Oregon

Gentlemen:

In connection with Federal participation in the cost of reconstructing the existing Interstate Bridge over Columbia River between Portland, Oregon and Vancouver, Washington, it will be necessary that the inclosed Order of Apportionment be signed by the parties listed therein.

Would you please obtain signatures from the State of Washington and the Washington Toll Bridge Authority in addition to your own and return the ribbon copy for the files of this office. The other copies are for the State of Washington, the Toll Bridge Authority and the State of Oregon.

Very truly yours,

W. L. Winegar
W. L. WINEGAR
Colonel, Corps of Engineers
District Engineer

1 Incl (quad)
Order of
Apportionment

RECEIVED
DEC 8 1958
OREGON
STATE HIGHWAY COMMISSION

ORDER OF APPORTIONMENT
INTERSTATE BRIDGE OVER COLUMBIA RIVER
BETWEEN
PORTLAND, OREGON, AND VANCOUVER, WASHINGTON

Order approving the guaranty of cost, specifying the proportionate shares of the total cost of alteration to be borne by the United States and the bridge owners, and providing for performance of work on an annual appropriation basis.

Pursuant to the provisions of Section 6 of the Act of 21 June 1940, as amended, (54 Stat. 497; 33 U.S.C. 511-523) the attached guaranty of cost is hereby approved and it is hereby ordered that the proportionate share of the total cost of altering the existing Interstate Bridge over the Columbia River between Portland, Oregon, and Vancouver, Washington, to be borne by the United States is $1,143,303, and the proportionate share of the total cost to be borne by the Highway Departments of the States of Oregon and Washington is $1,263,417.

a. The schedule of construction operations as submitted by the Oregon State Highway Department shows the total construction cost of the items to be apportioned as $2,406,720.

Contract cost of alteration		$2,092,800
Plus 15% Engineering and Contingences		313,920
		$2,406,720
50% borne by United States		$1,203,360
Less: Expired service life	$39,525	
Salvage	20,532	60,057
Cost borne by United States		$1,143,303
Cost borne by bridge owner		$1,263,417

The foregoing amounts exclude $33,100 for supervision and administration by the United States.

b. From funds heretofore appropriated by the Public Works Appropriation Act, 1959, for construction general, alteration of obstructive bridges, the sum of $50,000 has been initially allotted and will be reserved for payments in connection with this order, including all cost of supervision and administration, and all collateral and incidental expenses in connection therewith. Of this sum, the amount of about $40,000 is available for payments to the Highway Departments.

c. If at any time it becomes apparent to the Government that the balance of this allotment and reservation is in excess of the amount required to meet all payments due to and to become due to the Highway Departments because of work performed and to be performed until 30 June 1959, and for all supervisory, collateral and incidental expenses in connection therewith until that date, the right is reserved after due notice to the Highway Departments to reduce said allotment and reservation by the amount of such excess.

d. If the rate of progress of the work is such that it becomes apparent to the Government that the balance of the allotment and reservation is less than that required to meet all payments due and to become due to the Highway Departments because of work performed and to be performed until 30 June 1959, and for all supervisory, collateral and incidental expenses in connection therewith until that date, the Government may allot and reserve additional funds for payment under this order if there be funds available for such purpose. The Highway Departments will be advised of any additional allotment so made.

e. It is expected that prior to 30 June of each year, Congress will make additional appropriations applicable to work under this order, and in sufficient amounts so the construction can be completed. However, in the event the Highway Departments must suspend work on this alteration due to failure of the Congress to appropriate necessary funds, the Government will pay such costs incidental to the suspension as may be determined to be proper, subject to the availability of funds. Should it become apparent to the Government that the available funds will be exhausted before additional funds are appropriated, the Government will give 30 days' written notice to the Highway Departments that work may be suspended, but if the Highway Departments so elect they may continue work with the understanding, however, that no payment will be made for such work until and unless additional funds shall have been provided in sufficient amount.

f. Should Congress fail to provide additional funds during its regular session as expected, the Highway Departments may suspend work without prejudice at any time after the passage of the act which would ordinarily carry an appropriation for continuing the work or after the adjournment of Congress without passing such act. At such time as Congress again appropriates funds for work under this order, the Highway Departments shall commence work within 90 days following receipt of notification that funds are available.

WITNESS my hand this day of 1958

Wilber M. Brucker
Secretary of the Army

Accepted:

Date: 1958
STATE OF OREGON, by and through its
State Highway Commission

By ______________________
Chairman

ATTEST:

By ______________________
Commissioner

____
Secretary

By ______________________
Commissioner

APPROVED:

____
Asst. State Highway Engineer

APPROVED:

____
Assistant Attorney General
and Chief Counsel

STATE OF WASHINGTON, by and through its
State Highway Commission

By ______________________
Chairman

By ______________________
Commissioner

By ______________________
Commissioner

By ______________________
Commissioner

By ______________________
Commissioner

ATTEST:

____
Secretary

APPROVED:

____
Director of Highways

APPROVED:

____
Assistant Attorney General

WASHINGTON TOLL BRIDGE AUTHORITY

By ______________________
Chairman

____
Member

____
Member

____
Member

ATTEST:

____
Secretary of Authority

APPROVED:

____
Assistant Attorney General

WAM:ma
5-5-58

GUARANTY

WHEREAS, under the provisions of the Truman-Hobbs Act, 33 U.S.C. Secs. 511-523, a project has been initiated by the undersigned parties to alter the span of the existing Interstate Bridge connecting Portland, Oregon and Vancouver, Washington; and

WHEREAS, bids for the reconstruction of said span have been received by the Oregon State Highway Commission and have been submitted to the Department of Army, Corps of Engineers; and

WHEREAS, it has been determined that the United States should participate in the cost of the said project; and

WHEREAS, the portion of the cost which should be borne by the United States has been determined to be the sum of $1,143,303.00.

NOW, THEREFORE, pursuant to 33 U.S.C. Sec. 515, the undersigned State of Oregon, by and through its State Highway Commission, State of Washington, by and through its State Highway Commission, and the Washington Toll Bridge Authority do hereby guarantee to the United States that the total apportionment cost of the said project to the United States shall not exceed $1,143,303.00.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals as of the _____ day of ________________

1958.

ATTEST:

____
Secretary

APPROVED:

____
State Highway Engineer

APPROVED:

____
Assistant Attorney General
and Chief Counsel

STATE OF OREGON, by and through its
State Highway Commission

By______________________________
Chairman

By______________________________
Commissioner

By______________________________
Commissioner

ATTEST:

____
Secretary

APPROVED:

____
Director of Highways

APPROVED:

____
Assistant Attorney General

STATE OF WASHINGTON, by and through its
State Highway Commission

By______________________________
Chairman

By______________________________
Commissioner

By______________________________
Commissioner

By______________________________
Commissioner

WASHINGTON TOLL BRIDGE AUTHORITY

ATTEST:

SECRETARY OF AUTHORITY

Chairman

APPROVED:

Member

Assistant Attorney General

Member

Member

WAM:ma
5-5-58

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FOR FILING

7211-534

5205

FORM E-123 5M-4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

August 4, 1958

General Construction Co.
4850 N. W. Front Ave.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5205, awarded May 28, 1958, for reconstruction of Interstate Bridge on the Pacific Highway in Multnomah, Oregon/Clark, Washington.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

STATE OF WASHINGTON

Albert D. Rosellini, Governor
Chairman of Authority
Cliff Yelle, State Auditor
Francis Pearson, Chairman
Public Service Commission
Ernest A. Cowell, Chairman
State Highway Commission
Lloyd K. Nelson, Director
Department of General Administration

W. A. Bugge, Director of Highways
Ex Officio Member
D. B. Hedges
Executive Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

7971-534
5205

July 31, 1958

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Glen S. Paxson Re: Vancouver-Portland Interstate Toll Bridge

Gentlemen:

Enclosed herewith are two copies of contract and bond for the reconstruction of the Vancouver-Portland Interstate Bridge by the General Construction Company, 4850 N. W. Front Avenue, Portland, Oregon. The subject contract has been approved as to form and fully executed and the two copies are being returned for your files.

We have retained the other two copies, one for the files of the Toll Bridge Authority and the other for the Department of Highways.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

DBH:hm
Encl.
cc: Mr. E. L. Massey

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AUG
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. GLAISYER

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JUL 16 1958
FOR FILING

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5205

July 16, 1958

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

I am enclosing four copies of the contract for the reconstruction of the existing bridge over the Columbia River between Portland and Vancouver, our Contract No. 5205. These have been executed by the contractor and by the Oregon State Highway Commission and are ready for execution by the Washington Toll Bridge Authority.

When executed, will you please return two of these copies to me for distribution. You may retain one executed copy for your file and deliver one copy to the Washington Highway Commission for its file.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:fn
Encl.

cc Mr. H. B. Glaisyer
Mr. W. C. Williams

RECEIVED
JUL 8 - 1958
FOR FILING

7771-534

5205

GENERAL CONSTRUCTION COMPANY
GENERAL CONTRACTORS
4850 N. W. FRONT AVENUE
BOX 3860
PORTLAND 8, OREGON

July 3, 1958

Oregon State Highway Department
Salem, Oregon

Attention Mr. H. B. Glaisyer, Secretary

Reference: Contract No. 5205, Interstate Bridge
Reconstruction.

Gentlemen:

As requested in your letter of June 10, 1958 we submit a certified copy of the corporate resolution authorizing the Vice President and Assistant Secretary to sign the subject contract.

Very truly yours,

GENERAL CONSTRUCTION COMPANY

H. A. Dick, Jr

H. A. Dick, Jr.,
Vice President

HAD:nm
Enc.

RECEIVED
JUL 7 1958
SALEM
STATE HIGHWAY COMMISSION

Query - Mr. Middleton

NOTED
FLOYD QUERY

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JUL 4 - 1958
FOR FILING
7071-224
[illegible]

1 copy - 4653
1 copy - 5026.

Existing contracts -

Interstate (West) Bridge and Columbia Slough	See Sheet 1
Interstate (East) Bridge Reconstruction	" " 2
Oregon Slough-Interstate Grading	" " 3
Washington Approach (Est. $100,000)	

Future contracts -

Toll Plaza	Est. Cost	$ 250,000
Oregon Slough-Interstate Lighting		70,000
" " " Landscaping		17,000

For Interstate Bridge Dedication
Vancouver, Washington
July 1, 1958

Interstate (West) Bridge over Columbia River (Total length 3532')
and Oregon Slough Revisions (Total length 1294')

Contractor - Guy F. Atkinson, San Francisco, California

Estimated final contract price - $6,815,000.00

Work started - April 23, 1956

Estimated completion date -	
Open to traffic	July 1, 1958
Complete	July 31, 1958

Principal quantities of work -

Excavation		22,000 cu. yds.
Piling -		
Number	(Timber)	2,310
Length		120,200 ft.
Miles		22.77
Concrete		28,800 cu. yds.
Metal reinforcing		2,500,000 lbs.
Structural steel -		
Carbon		5,900,000 lbs.
Low alloy		5,330,000 lbs.
Machinery Electrical Equipment and Lighting)		$ 505,000.00
Labor -		
Hours		790,000
Dollars		2,250,000

Interstate (East) Bridge over Columbia River - Reconstruction
(Total length 3532')

Contractor - General Construction Co., Portland, Oregon

Estimated final contract price - $2,994,000.00

Work started - June 16, 1958

Estimated date of completion - December 31, 1959

Principal quantities -

Excavation	6,980 cu. yds.
Piling -	
Number	470
Length	23,900 ft.
Miles	4.53
Concrete	10,135 cu. yds.
Metal reinforcing	828,000 lbs.
Structural steel -	
Carbon	769,800 lbs.
Low alloy	1,070,500 lbs.
Machinery, Electrical Equipment and Lighting)	$ 440,000.00
Labor -	
Hours	420,000
Dollars	1,260,000

Interstate-Oregon Slough, grading and paving

Contractor - Warren Northwest, Inc., Portland, Oregon

Estimated final contract price - $246,500.00

Work started - September 16, 1957

Estimated date of completion - July 15, 1958

Principal quantities -

Clearing and removal of miscellaneous curbs and pavement	$ 8,900.00
Embankment	42,000 cu. yds.
Drain tile and sewer pipe	5,800 ft.
Concrete in curbs, walks, islands and retaining walls	1,500 cu. yds.
Crushed material	16,000 cu. yds.
Asphaltic concrete	5,800 tons
Concrete in structure	410 cu. yds.
Reinforcing in structure	80,000 lbs.
Labor -	
Hours	27,000
Dollars	82,000

RECEIVED
JUN 11 1958
FOR FILING

June 11, 1958

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Re: Portland-Vancouver Columbia
River Interstate Bridge

Dear Sir:

This is to advise that a contract for the revisions to the existing Columbia River Interstate Bridge between Portland, Oregon, and Vancouver, Washington, was awarded to the General Construction Company of Portland at its bid of $2,993,995. This bid was the lowest received at the bid opening by the Oregon State Highway Commission on March 27, 1958.

The above award was made pursuant to your letter of May 29 in which you state that you have no objection to the award of the contract to the lowest responsible bidder.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. A. Bugge
Mr. D. B. Hedges
Mr. W. C. Williams

RECEIVED
JUN 11 1958
FOR FILING
[illegible]
5205

June 10, 1958

General Construction Co.
4850 N. W. Front Ave.
Portland, Oregon

Gentlemen:

Please refer to Contract No. 5205 for Interstate Bridge reconstruction on Pacific Highway in Multnomah, Oregon/Clark, Washington.

These were signed by the Vice-President and Assistant Secretary of your corporation. The Highway Commission requires, when the contractor is a corporation, that the contract and bond be signed by the President and Secretary of the corporation.

Please send us a certified copy of by-laws or other authorization for the Vice-President and Assistant Secretary to sign contracts and bonds on behalf of the corporation.

Very truly yours,

W. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By Floyd Query
Assistant Secretary

em

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files

C. A. TOMASSENE & SONS
Insurance - Bonds
UNITED STATES FIDELITY AND GUARANTY COMPANY
1002 Cascade Building Telephone: CA. 7-1149
PORTLAND 4, OREGON

June 9, 1958

State Highway Department
State of Oregon
Salem, Oregon

Attn: Mr. Floyd Query, Ass't Sec'y

Dear Mr. Query:

I am enclosing six copies of contract and bond covering the construction of the Interstate Bridge on the Pacific Highway, Multnomah County, Oregon and Clark County, Washington, for General Construction Company. The contract is in the amount of $2,993,995.00.

These instruments have been signed by the principal and executed by the bonding company.

I would appreciate your contacting this office should it be necessary to make any corrections or changes. We will take care of any changes immediately.

Yours truly,

C.A.TOMASSENE & SONS

By H B Keller

b
encl

cc-General Construction Co.

RECEIVED
JUN 10 1958
OREGON
STATE HIGHWAY COMMISSION

U. S. F. & G. REPRESENTATIVE TWENTY-FIVE YEARS

NG

June 2, 1958

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Gentlemen:

As I advised Mr. Hedges, we have awarded the contract for the reconstruction of the existing bridge over the Columbia River at Vancouver to the General Construction Company, the low bidder on the contract. The award is as of May 28.

This award was made after advice from the Corps of Engineers that they had received approval of the award from their Washington office. The approval is in the same form as was used in the approval of the plans for the structure. The Corps of Engineers advise that formal authorization can not be given but that the necessary formal action will be taken as soon as funds are available.

I am attaching hereto copies of the letter from the District Engineer regarding this award.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

May 29, 1958

NPP 800.6(Col.Riv.-Bridges)-6.

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. W. C. Williams, State Highway Engineer

Gentlemen:

Reference is made to your letter of April 10, 1958, submitting a recommendation for awarding of the contract for the reconstruction of the existing Interstate Highway bridge crossing Columbia River between Portland, Oregon and Vancouver, Washington, to the General Construction Company.

This letter is to advise that the Department of the Army makes no objection to the awarding of the contract to the lowest responsible bidder, although formal authorization cannot be given at this time. The necessary formal action will be taken as soon as funds are available.

Very truly yours,

JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

RECEIVED
JUN 2 1958
OREGON
STATE HIGHWAY COMMISSION

THE FOLLOWING TERMS:

D
58
FILING

May 28, 1958

General Construction Company
P. O. Box 3865
Portland 8, Oregon

Gentlemen:

The State Highway Commission on March 27, 1958 accepted your proposal for remodeling the Portland-Vancouver Interstate (East) Bridge over the Columbia River on the Pacific Highway, Multnomah County, for the sum of $2,993,995 and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5225.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: Pacific Builder & Engineer, Inc.
2418 Third Avenue
Seattle 1, Washington
Attn: Dorothy McCormack

Mr. Lowell Richards
c/o Daily Journal of Commerce
83 Columbia Street
Seattle 4, Washington

Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

NOTED
J. Mc C.

VICE
class of service desired;
otherwise this message will be
sent as a fast telegram

TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

$
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE
Check the class of service desired;
otherwise the message will be
sent at the full rate

FULL RATE ☐
LETTER TELEGRAM ☐
SHORE-SHIP ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 28, 1958

General Construction Company
4850 N. W. Front Avenue
Portland, Oregon

Contract for Portland-Vancouver Interstate (East) Bridge over Columbia River on Pacific Highway, Multnomah County, for which you submitted low bid on March 27, 1958 awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Accounting (5003-900)
C. W. Head
Files

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MAY 28 1958
FOR FILING

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[illegible]

May 27, 1958

Mr. Fred H. Paulus
Secretary, Bond Commission
103 State Capitol
Salem, Oregon

Dear Mr. Paulus:

For your information I am attaching a copy of the opinion of the bond attorneys in which they approved the $5,200,000 bond issue for the Columbia River Interstate Bridge between Portland and Vancouver.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

Albert D. Rosellini, Governor
Chairman of Authority
Cliff Yelle, State Auditor
Francis Pearson, Chairman
Public Service Commission
Ernest A. Cowell, Chairman
State Highway Commission
Lloyd K. Nelson, Director
Department of General Administration

STATE OF WASHINGTON

1889

WASHINGTON TOLL BRIDGE AUTHORITY

TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

W. A. Bugge, Director of Highways
Ex Officio Member
D. B. Hedges
Executive Secretary of Authority

May 23, 1958

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Glen Paxson

Re: Vancouver-Portland Interstate
Toll Bridge Facility Revenue
Bonds, 1958 - $5,200,000.00

Gentlemen:

I am attaching hereto a copy of the approving opinion issued by Preston, Thorgrimson & Horowitz, bond counsel, in connection with the issuance by the Washington Toll Bridge Authority of its Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, 1958, in the total principal sum of $5,200,000.00.

The copy of the opinion is for your permanent files.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

DBH:hm
Att.

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[illegible]
OREGON
STATE [illegible] COMMISSION

PRESTON, THORGRIMSON & HOROWITZ
ATTORNEYS AT LAW
NORTHERN LIFE TOWER
SEATTLE 1

HAROLD PRESTON - 1938
O. B. THORGRIMSON
FRANK M. PRESTON
CHARLES HOROWITZ
RICHARD THORGRIMSON
EDWARD STARIN
JAMES R. ELLIS
DONALD L. HOLMAN
BETTY B. FLETCHER
C. ROBERT OGDEN

May 22, 1958

Washington Toll Bridge Authority
Olympia, Washington

Blyth & Co., Inc.
1411 Fourth Avenue Building
Seattle 1, Washington
and
Associates

Gentlemen:

Re: Washington Toll Bridge Authority
Vancouver-Portland Interstate
Toll Bridge Facility Revenue
Bonds, 1958 - $5,200,000

We have examined all of the proceedings, including Bond No. 1 as executed, taken in the matter of the issuance by the Washington Toll Bridge Authority of its Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, 1958, in the total principal sum of $5,200,000 (herein called the "1958 Bonds").

Said 1958 Bonds are issued for the purpose of paying part of the cost of constructing a new multi-lane drawbridge across the Columbia River, including approaches thereto, adjacent to the existing interstate bridge between two such cities, altering and reconstructing such existing bridge, and constructing and equipping a toll plaza for the operation of both bridges as a single toll bridge facility.

Said 1958 Bonds are dated May 1, 1958, are in denominations of $1,000 each, and are part of an authorized issue of such bonds in the total principal sum of $14,500,000, $9,300,000 of which have been heretofore issued under date of May 1, 1956 (herein called the "1956 Bonds"). All of said authorized bonds rank pari passu and have an equal lien for the payment of the principal thereof and interest thereon upon the tolls collected for the use and operation of said two bridges as a single toll bridge facility.

Said 1958 Bonds may be registered as to principal only, are payable both principal and interest in lawful money of the United States of America at the main office of Seattle-First National Bank in Seattle, Washington, or, at the option of the holder, at the fiscal agency of the State of Washington in the City of New York, New York, and are numbered, mature, and bear interest payable semiannually on the first days of May and November of each year as follows:

Bond Nos.	Maturity Date	Amount	Interest Rate
1-287	May 1, 1961	$ 287,000	2 1/2%
288-585	May 1, 1962	298,000	2 1/2%
586-893	May 1, 1963	308,000	2 1/2%
894-1213	May 1, 1964	320,000	2 3/4%
1214-1544	May 1, 1965	331,000	2 3/4%
1545-1885	May 1, 1966	341,000	2 3/4%
1886-2236	May 1, 1967	351,000	2 3/4%
2237-2600	May 1, 1968	364,000	2 3/4%
2601-5200	May 1, 1971	2,600,000	2 3/4%.

Bonds numbered 1 to 2600, inclusive, are herein designated the "1958 Serial Bonds"; bonds numbered 2601 to 5200, inclusive, are herein designated the "1958 Term Bonds."

The Washington Toll Bridge Authority has covenanted and agreed that it will call for payment and retirement the following amounts of 1958 Term Bonds at the following times and prices:

Date	Amount	Price
May 1, 1961	$197,000	$102.50 per $100 par value
May 1, 1962	204,000	102.00 per $100 par value
May 1, 1963	211,000	101.50 per $100 par value
May 1, 1964	219,000	101.00 per $100 par value
May 1, 1965	227,000	100.75 per $100 par value
May 1, 1966	235,000	100.50 per $100 par value
May 1, 1967	243,000	100.25 per $100 par value
May 1, 1968	252,000	Par
May 1, 1969	261,000	Par
May 1, 1970	270,000	Par
May 1, 1971	281,000	Par

The 1958 Term Bonds to be so called and retired each year shall be determined by lot.

If any 1958 Term Bonds are called and retired in any one calendar year in addition to the amount of such Term Bonds above required to be called and retired on May 1 of such calendar year, then the amount of such Term Bonds that must be called and retired on May 1 of the succeeding calendar year or years may be reduced by the amount of such additional Term Bonds so previously called and retired.

The Washington Toll Bridge Authority has also reserved the right to redeem any or all of the 1958 Bonds outstanding in inverse numerical order at the following times and prices:

On May 1 and November 1, 1961, at $102.50 per $100 par value
On May 1 and November 1, 1962, at $102.00 per $100 par value
On May 1 and November 1, 1963, at $101.50 per $100 par value
On May 1 and November 1, 1964, at $101.00 per $100 par value
On May 1 and November 1, 1965, at $100.75 per $100 par value
On May 1 and November 1, 1966, at $100.50 per $100 par value
On May 1 and November 1, 1967, at $100.25 per $100 par value
On May 1, 1968 and any interest payment date thereafter, at par;

provided, however, that all the 1958 Term Bonds must be called and retired before any of the 1958 Serial Bonds may be called for redemption ahead of their fixed maturities, and the 1958 Term Bonds to be so called and retired must be determined by lot. This right of redemption is in addition to the above-described mandatory requirement of the 1958 Term Bonds.

Notice of any intended redemption of any of the 1958 Bonds, except for the redemption of the 1958 Serial Bonds as the same shall mature, shall be given by the Authority by publication thereof in a newspaper or financial journal of general circulation in each of the cities of Seattle, Washington, and New York, New York. Each such notice shall be published once a week for two consecutive weeks, and the first publication thereof shall be not more than forty nor less than thirty days prior to said redemption date.

From such examination it is our opinion that the 1958 Bonds have been legally issued and constitute valid obligations of the Washington Toll Bridge Authority, both principal thereof and interest thereon being payable out of the special fund of the Authority known as "Vancouver-Portland Interstate Toll Bridge Facility 1958 Revenue Bond Redemption Fund" created by Resolution No. 331 of the Authority.

The Washington Toll Bridge Authority by said Resolution No. 331 has bound itself to set aside and pay into said 1958 Revenue Bond Redemption Fund out of the proceeds of the sale of the 1958 Bonds an amount sufficient to pay the interest to become due on said bonds up to and including May 1, 1960, and has further covenanted and agreed, for as long as any of the 1958 Bonds are outstanding, that all tolls received from the operation of said two bridges as a single toll bridge facility will be paid into an Operating Fund. Such Authority has further obligated and bound itself to set aside and pay into said 1958 Bond Redemption Fund out of the money in the Operating Fund by April 1 and October 1 of each year commencing with October 1, 1960, amounts at least sufficient to pay the interest on all of said 1958 Bonds, the principal of the 1958 Serial Bonds coming due, and an amount equal to the principal amount and premium if any of the 1958 Term Bonds that the Authority has covenanted to call and retire on May 1 of each of the years 1961 through 1971.

The Washington Toll Bridge Authority by said Resolution No. 331 has further covenanted that the amounts so pledged to be paid into such 1958 Bond Redemption Fund shall be a first and prior lien upon the money in said Operating Fund subject only to charges for maintenance and operation of and repairs to said toll bridge facility, and equal to charges for payment of the principal of and interest on the outstanding 1956 Bonds.

The Washington Toll Bridge Authority has further covenanted and agreed by said Resolution No. 331 that tolls for the use of such toll bridge facility will be established and collected in amounts sufficient to meet all of the obligations of the Authority as set forth in Resolutions Nos. 312 and 331 of the Authority.

It is our further opinion that interest on these 1958 Bonds is exempt from Federal income tax under present statutes, court decisions and regulations.

Very truly yours,

PRESTON, THORGRIMSON & HOROWITZ

By Richard Thorgrimson
Richard Thorgrimson

RT:hf

RECEIVED
MAY 27 1958
FOR FILING

2971-534

520

May 26, 1958

Mr. Fred Paulus, Secretary
Bond Commission
103 State Capitol
Salem, Oregon

Dear Mr. Paulus:

Herewith a copy of the minutes of the meeting of the Washington Toll Bridge Authority at which bids on the second issue of bonds for the Interstate Bridge at Vancouver were received. I am also attaching copies of the proposals of the seven bidders on these bonds.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

ALBERT D. ROSELLINI, Governor
Chairman of Authority
CLIFF YELLE, State Auditor
FRANCIS PEARSON, Chairman
Public Service Commission
ERNEST A. COWELL, Chairman
State Highway Commission
LLOYD K. NELSON, Director
Department of General Administration

STATE OF WASHINGTON

W. A. BUGGE, Director of Highways
Ex Officio Member
D. B. HEDGES
Executive Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

May 21, 1958

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Glen Paxson
Assistant State Highway Engineer

Re: Vancouver-Portland Interstate Toll Bridge
Project - $5,200,000.00 Revenue Bonds

Gentlemen:

As you know, the Washington Toll Bridge Authority called for bids on the sale of the $5,200,000.00 of bonds to finance the reconstruction of the existing Interstate Bridge, which bids were received and publicly opened and read on April 24, 1958. At that time seven bids were received, the highest and best bid being submitted by Blyth & Co. Their bid carried an effective interest rate of 2.96822 and was accepted by the Authority at its meeting of April 24th. For your files, I am transmitting herewith a certified copy of the minutes of the Authority of April 24th, together with reproduced copies of the seven bids received in response to our bid call.

In connection with the bond sale, you may be advised that the mechanics for printing and delivery have been accomplished and the bonds will be delivered to the successful purchaser in Seattle on Thursday, May 22nd. Inasmuch as there will be no immediate expenditures out of the funds derived from the sale of the bonds, the total proceeds will be deposited to the Construction Fund and will be immediately invested in 91-day bills.

I would also mention that at the meeting of the Authority on May 9th, I reviewed the tabulation of bids received by your department for the reconstruction program and obtained the concurrence of the Authority to award the construction contract to the General Construction Company of Portland on their low bid of $2,993,995.00. Inasmuch as it is necessary that the Authority concur in the award and execute the contract, I took this means of expediting the matter so that at such time as you send copies of the contract to us for execution, it will not be necessary to delay the signing of the contract by the Authority pending a formal meeting but rather I will be able to submit the contract to the members and they will be privileged to sign immediately.

Very truly yours,
WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

RECEIVED
MAY 23 1958
OREGON
STATE HIGHWAY COMMISSION

DBH:hm
Att.

MINUTES OF THE MEETING

OF THE

WASHINGTON TOLL BRIDGE AUTHORITY

Thursday, April 24, 1958
10:00 o'clock, a.m.

Members present: Cliff Yelle, State Auditor
Ernest A. Cowell, Chairman, State Highway Commission
Lloyd K. Nelson, Director, Dept. of General Administration

D. B. Hodges, Executive Secretary

Others present: Glen Paxson, Assistant State Highway Engineer, Oregon State Highway Department
Leonard Lindas, Chief Counsel, Oregon State Highway Department
Fred Paulus, Deputy State Treasurer, Oregon State Highway Department
Don Holman, Preston, Thorgrimson & Horowitz
Leroy Hittle, Associated Press
Chas. Johns, Tacoma News Tribune
Ernest Minor, Executive Secretary, State Finance Committee
Ken Hager, Supervising Accountant of the Authority
Chas. Donahoe, representing Blyth & Co.
Burle Bramhall, representing Eastman Dillon, Union Securities & Co.
Arch McLean & Val Fawcett, representing Smith, Barney & Co.
R. L. Sheppard, representing C. J. Devine & Co.
C. L. Wolf, representing A. C. Allyn & Co., Inc.
James H. Fraser, representing Lehman Brothers and Shields & Co.
Willard B. Vadman, representing White, Weld & Co.

A special meeting of the Washington Toll Bridge Authority was held in the office of the Governor at 10:00 o'clock, a.m., Thursday, April 24, 1958.

The reading of the minutes of the previous meeting was dispensed with.

The meeting was called to order at 10:00 o'clock, a.m., by the Executive Secretary who advised that Governor Rosellini, Chairman of the Authority, was unable to be in attendance at the subject meeting and it would be necessary to designate an acting Chairman to preside, whereupon it was moved by Mr. Nelson, seconded by Mr. Cowell, and unanimously carried:

> That Mr. Cliff Yelle be appointed Acting Chairman of the Authority to preside at the meeting.

The Acting Chairman then requested the Executive Secretary to receive and open the bids in connection with the sale of $5,200,000.00 of Vancouver-Portland Interstate Bridge Facility Revenue Bonds. The Authority was advised that seven bids had been received. The bids were then opened and tabulated, as follows:

Syndicate	Discount Rate	Amount of Discount	Purchase Price	Coupon Rate	Effective Interest Rate
Blyth & Co.	1.8125	$ 94,250.00	$5,105,750.00	Various	2.96822
Eastman Dillon, Union Securities & Co.	1.63	84,760.00	5,115,240.00	"	3.0112
Smith, Barney & Co.	1.9419	100,978.80	5,099,021.20	"	3.01768
C. J. Devine & Co.	1.83	95,160.00	5,104,840.00	"	3.01779
A. C. Allyn & Co., Inc.	1.9793	102,923.60	5,097,076.40	"	3.1293696
Lehman Bros.) Shields & C.)	1.904	99,008.00	5,100,992.00	"	3.1915
White, Weld & Co.	1.832	95,264.00	5,104,736.00	"	3.03428

Subsequent to the reading of the bid from White, Weld & Co., Mr. Willard B. Vadman, representing the subject syndicate, advised the Authority that an error in calculation had been made on their bid and that the interest cost on the term bonds should have been $597,190.00 rather than $929,500.00 as shown on the bid. The total interest cost should have been $1,156,676.00 rather than $1,456,986.00 as shown and the net interest cost should have been $1,251,940.00 rather than $1,552,250.00 as shown. The error in calculation did not affect the bid of White, Weld & Co. in relationship to the best bid received. The original copies of the seven bids are hereinafter set forth as a part of the official proceedings.

The Executive Secretary then requested a recess for the purpose of checking the calculations as shown on the bids received from the respective syndicates in order to be assured that the calculations were correct, whereupon the Acting Chairman placed the meeting in recess at 10:30 a.m. to be called to order as soon as the bids were checked.

The meeting was called to order at 11:25 o'clock, a.m., by Mr. Yelle, Acting Chairman. The Executive Secretary advised that the tabulation of bids had been completed by Mr. Ernest Minor, Executive Secretary of the State Finance Committee, and Mr. Ken Hagar, Supervising Accountant for the Authority, and that all bids were found to be in order with the exception of White, Weld & Co., as referred to above. Mr. Yelle then requested an expression from the representatives of the Oregon State Highway Department with respect to the acceptability of the best bid submitted, whereupon Mr. Glen Paxson, Assistant State Highway Engineer for the Oregon State Highway Department, advised the Authority that he had authorization from the Oregon State Highway Commission to offer their approval to the acceptance by the Authority of the bid of the syndicate headed by Blyth & Co. at an effective interest rate on the subject bonds of 2.96822.

It was then moved by Mr. Cowell, seconded by Mr. Nelson, and unanimously carried:

> That the bid for the purchase of the $5,200,000.00 of Vancouver-Portland Interstate Bridge Facility Revenue Bonds submitted by Blyth & Co., Inc., at an effective interest rate of 2.96822 be and it is hereby accepted.

It was then moved by Mr. Nelson, seconded by Mr. Cowell, and unanimously carried:

> That the Executive Secretary be and he is hereby authorized to release the good faith deposit checks of the other bidders on the $5,200,000.00 of bonds and that the Executive Secretary obtain receipts from the representatives of the various syndicates; and further, that the good faith deposit check submitted by Blyth & Co., Inc., in support of their bid, be placed in safekeeping by the Executive Secretary.

The Executive Secretary next advised that it would be necessary to proceed immediately with the printing of the bonds and arrange for delivery and other related items to accomplish delivery of the bonds to the successful bidder, whereupon it was moved by Mr. Cowell, seconded by Mr. Nelson, and unanimously carried:

> That the Executive Secretary be and he is hereby authorized to proceed with the printing of the bonds and to arrange for delivery of the bonds to the successful bidder and do all other things necessary to bring delivery to a successful conclusion.

There being no further business, the meeting was adjourned at 11:35 a.m.

WASHINGTON TOLL BRIDGE AUTHORITY

____
State Auditor

____
Chairman, State Highway Commission

ATTEST:

____
Director, Dept. of General Administration

____
Executive Secretary

April 24, 1958

I, the undersigned, D. B. Hedges, do hereby certify that I am the duly appointed, qualified and acting Executive Secretary of the Washington Toll Bridge Authority and that the foregoing constitutes a true, correct and complete copy of the Minutes of the meeting of the Washington Toll Bridge Authority duly convened and held at the Capitol in Olympia, Washington, on April 24, 1958, as appears of record in my office, and that no changes, alterations or amendments thereto have been ordered or made by said Authority.

In Witness Whereof, I have hereunto affixed my official signature and the seal of said Authority at the Capitol in Olympia, Washington, this 21st day of May, 1958.

D. B. Hedges, Executive Secretary
Washington Toll Bridge Authority

(SEAL)

(FORM OF BID)

April 24, 1958

WASHINGTON TOLL BRIDGE AUTHORITY
Olympia, Washington

Gentlemen:

For all of your $5,200,000 Washington Toll Bridge Authority Vancouver-Portland Interstate Bridge Facility Revenue Bonds, 1958 as authorized in your Resolution No. 331 passed March 26, 1958 and as described in your Notice of Sale, copy of which is on the reverse side hereof, and subject to all the terms thereof:

We will pay you $ 98.1875 for each $100 par value thereof and accrued interest for bonds of each maturity bearing interest as follows:

Amount	*Maturity*	*Coupon*
$287,000	May 1, 1961	2½ %
298,000	May 1, 1962	2½ %
308,000	May 1, 1963	2½ %
320,000	May 1, 1964	2¾ %
331,000	May 1, 1965	2¾ %
341,000	May 1, 1966	2¾ %
351,000	May 1, 1967	2¾ %
364,000	May 1, 1968	2¾ %
2,600,000	May 1, 1971	2¾ %

As evidence of good faith, we enclose a certified or cashier's check in the amount of at least 2% of the amount of our bid.

Respectfully submitted,

Name **BLYTH & CO., INC.**
Principal Underwriter
Address **1411 Fourth Avenue Building**
City **Seattle 1, Washington**
By
Vice President & Mgr. Municipal Dept. Officer

According to our calculation:

The total interest cost on the serial bonds is $468,335 ✓
The interest cost on the term bonds is $597,190 ✓
Total interest cost $1,065,525
Less Premium
Plus discount 94,250
Net interest cost $1,159,775 ✓

Effective interest rate 2968 22

Good faith check returned and receipt
thereof acknowledged:

Signed

(FORM OF BID)

April 24, 1958

WASHINGTON TOLL BRIDGE AUTHORITY
Olympia, Washington

Gentlemen:

For all of your $5,200,000 Washington Toll Bridge Authority Vancouver-Portland Interstate Bridge Facility Revenue Bonds, 1958 as authorized in your Resolution No. 331 passed March 26, 1958 and as described in your Notice of Sale, copy of which is on the reverse side hereof, and subject to all the terms thereof:

We will pay you $ 98.37 for each $100 par value thereof and accrued interest for bonds of each maturity bearing interest as follows:

Amount	*Maturity*	*Coupon*
$287,000	May 1, 1961	2 %
298,000	May 1, 1962	2⅛ %
308,000	May 1, 1963	2¼ %
320,000	May 1, 1964	2½ %
331,000	May 1, 1965	2½ %
341,000	May 1, 1966	2.70 %
351,000	May 1, 1967	2.70 %
364,000	May 1, 1968	2.70 %
2,600,000	May 1, 1971	3.00 %

As evidence of good faith, we enclose a certified or cashier's check in the amount of at least 2% of the amount of our bid. amt $102,500

Respectfully submitted,

Also: SEE ATTACHED LIST

Name EASTMAN DILLON, UNION SECURITIES & CO.
Principal Underwriter
Address 15 Broad Street
City New York 5, New York
By Norman S. Downey
Norman S. Downey
Officer

According to our calculation:

The total interest cost on the serial bonds is	$440,354 ✓
The interest cost on the term bonds is	651,480 ✓
Total interest cost	1,091,834
Less Premium	
Plus discount	84,760
Net interest cost	$1,176,594 ✓
Effective interest rate	3.0112%

Good faith check returned and receipt thereof acknowledged:

Signed

(FORM OF BID)

April 24, 1958

WASHINGTON TOLL BRIDGE AUTHORITY
Olympia, Washington

Gentlemen:

For all of your $5,200,000 Washington Toll Bridge Authority Vancouver-Portland Interstate Bridge Facility Revenue Bonds, 1958 as authorized in your Resolution No. 331 passed March 26, 1958 and as described in your Notice of Sale, copy of which is on the reverse side hereof, and subject to all the terms thereof:

We will pay you $ 98.0581 for each $100 par value thereof and accrued interest for bonds of each maturity bearing interest as follows:

Amount	*Maturity*	*Coupon*
$287,000	May 1, 1961	2.00 %
298,000	May 1, 1962	2.25 %
308,000	May 1, 1963	250 %
320,000	May 1, 1964	2.50 %
331,000	May 1, 1965	2.50 %
341,000	May 1, 1966	2.50 %
351,000	May 1, 1967	2.50 %
364,000	May 1, 1968	2.50 %
2,600,000	May 1, 1971	300 %

As evidence of good faith, we enclose a certified or cashier's check in the amount of at least 2% of the amount of our bid.

Respectfully submitted,

Name **SMITH, BARNEY & CO.**
Principal Underwriter
Address **20 Broad Street**
City **New York, New York**
By **McLEAN & COMPANY, INC.**
~~Officer~~ **Pres.**
And Associates as per list attached

According to our calculation:

The total interest cost on the serial bonds is	$426,640 ✓
The interest cost on the term bonds is	651,480 ✓
Total interest cost	1,078,120
Less Premium	
Plus discount	100,978.80
Net interest cost	1,179,098.80 ✓
Effective interest rate	3.61768

Good faith ~~check~~ returned and receipt thereof acknowledged:

Signed

(FORM OF BID)

April 24, 1958

WASHINGTON TOLL BRIDGE AUTHORITY
Olympia, Washington

Gentlemen:

For all of your $5,200,000 Washington Toll Bridge Authority Vancouver-Portland Interstate Bridge Facility Revenue Bonds, 1958 as authorized in your Resolution No. 331 passed March 26, 1958 and as described in your Notice of Sale, copy of which is on the reverse side hereof, and subject to all the terms thereof:

We will pay you $ 98.17 for each $100 par value thereof and accrued interest for bonds of each maturity bearing interest as follows:

Amount	*Maturity*	*Coupon*
$287,000	May 1, 1961	1½ %
298,000	May 1, 1962	2 %
308,000	May 1, 1963	2¼ %
320,000	May 1, 1964	2½ %
331,000	May 1, 1965	2½ %
341,000	May 1, 1966	2½ %
351,000	May 1, 1967	2¾ %
364,000	May 1, 1968	2¾ %
2,600,000	May 1, 1971	3 %

As evidence of good faith, we enclose a certified or cashier's check in the amount of at least 2% of the amount of our bid.

Respectfully submitted,

Name C. J. Devine & Co
Principal Underwriter
Address 48 Wall Street
City New York 5, N.Y.
By Frank T. Kennedy
Partner Officer

According to our calculation:

The total interest cost on the serial bonds is 432,502.50 ✓
The interest cost on the term bonds is 651,480.00 ✓
Total interest cost 1,083,982.50
Less Premium
Plus discount 95,160.00
Net interest cost 1,179,142.50 ✓

Effective interest rate 3.01779 ok

Good faith check returned and receipt
thereof acknowledged:

Signed Grande & Co
by R L Sheppard, V.P.

(FORM OF BID)

April 24, 1958

WASHINGTON TOLL BRIDGE AUTHORITY
Olympia, Washington

Gentlemen:

For all of your $5,200,000 Washington Toll Bridge Authority Vancouver-Portland Interstate Bridge Facility Revenue Bonds, 1958 as authorized in your Resolution No. 331 passed March 26, 1956 and as described in your Notice of Sale, copy of which is on the reverse side hereof, and subject to all the terms thereof:

We will pay you $ 98.0207 for each $100 par value thereof and accrued interest for bonds of each maturity bearing interest as follows.

Amount	*Maturity*	*Coupon*
$287,000	May 1, 1961	2 1/2 %
298,000	May 1, 1962	2 1/2 %
308,000	May 1, 1963	2 1/2 %
320,000	May 1, 1964	2 3/4 %
331,000	May 1, 1965	2 3/4 %
341,000	May 1, 1966	2 3/4 %
351,000	May 1, 1967	2 3/4 %
364,000	May 1, 1968	2 3/4 %
2,600,000	May 1, 1971	3 %

As evidence of good faith, we enclose a certified or cashier's check in the amount of at least 2% of the amount of our bid

Respectfully submitted,

Name A. C. Allyn and Company, Incorporated
Principal Underwriter

Address 122 South LaSalle Street

City Chicago 3, Illinois

By

Vice-President Officer

According to our calculation:

The total interest cost on the serial bonds is	468,335.00
The interest cost on the term bonds is	651,480.00
Total interest cost	1,119,815.00
Less Premium	
Plus discount	102,923.60
Net interest cost	1,222,738.60
Effective interest rate	3.1293696

Good faith check returned and receipt thereof acknowledged:

Signed

(FORM OF BID)

April 24, 1958

WASHINGTON TOLL BRIDGE AUTHORITY
Olympia, Washington

Gentlemen:

For all of your $5,200,000 Washington Toll Bridge Authority Vancouver-Portland Interstate Bridge Facility Revenue Bonds, 1958 as authorized in your Resolution No. 331 passed March 26, 1958 and as described in your Notice of Sale, copy of which is on the reverse side hereof, and subject to all the terms thereof:

We will pay you $ 98.096 for each $100 par value thereof and accrued interest for bonds of each maturity bearing interest as follows:

Amount	*Maturity*	*Coupon*
$287,000	May 1, 1961	2 % ✓
298,000	May 1, 1962	2 1/4 % ✓
308,000	May 1, 1963	2 1/4 % ✓
320,000	May 1, 1964	2 1/2 %
331,000	May 1, 1965	2 3/4 %
341,000	May 1, 1966	2 3/4 %
351,000	May 1, 1967	3 %
364,000	May 1, 1968	3 %
2,600,000	May 1, 1971	3 1/8 %

As evidence of good faith, we enclose a certified or cashier's check in the amount of at least 2% of the amount of our bid.

Respectfully submitted,

Name Lehman Brothers) Joint
Shields & Company) Managers
Principal Underwriter

Address One William Street

City New York 4, New York

By Lehman Bros

Partner .... Officer

According to our calculation:

The total interest cost on the serial bonds is 469,397.50 ✓
The interest cost on the term bonds is..... 678,625.00 ✓
Total interest cost 1,148,022.50
Less Premium.......... —
Plus discount.......... 99,008.00
Net interest cost.......... 1,247,030.50

Effective interest rate.......... 3.1915

Good faith check returned and receipt thereof acknowledged:

Signed James H. Frazer
Pacific Northwest Company

(FORM OF BID)

April 24, 1958

WASHINGTON TOLL BRIDGE AUTHORITY
Olympia, Washington

Gentlemen:

For all of your $5,200,000 Washington Toll Bridge Authority Vancouver-Portland Interstate Bridge Facility Revenue Bonds, 1958 as authorized in your Resolution No. 331 passed March 26, 1958 and as described in your Notice of Sale, copy of which is on the reverse side hereof, and subject to all the terms thereof:

We will pay you $ 98.168 for each $100 par value thereof and accrued interest for bonds of each maturity bearing interest as follows:

Amount	*Maturity*	*Coupon*
$287,000	May 1, 1961	6 %
298,000	May 1, 1962	3 %
308,000	May 1, 1963	3 %
320,000	May 1, 1964	3 %
331,000	May 1, 1965	3 %
341,000	May 1, 1966	2.8 %
351,000	May 1, 1967	2.8 %
364,000	May 1, 1968	2.8 %
2,600,000	May 1, 1971	2.75 %

As evidence of good faith, we enclose a certified or cashier's check in the amount of at least 2% of the amount of our bid.

Respectfully submitted,

Name White, Weld & Co.
Principal Underwriter
Address
City New York City
By Wm. P. Harper & Son & Co.
Willard B. Tadman Officer

According to our calculation:

The total interest cost on the serial bonds is	$527,486		✓
The interest cost on the term bonds is	929,500	597,190	✓
Total interest cost	1,456,986	1,124,676	✓
Less Premium			
Plus discount	95,264		
Net interest cost	1,552,250	1,231,940	✓

Effective interest rate 3.03428%

Good faith check returned and receipt thereof acknowledged:

Signed Willard B Tadman

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5/8/58

May 22, 1958

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

In accordance with your letter of April 28, I am attaching hereto five copies of a guarantee of total cost to the Federal Government under the Truman-Hobbs Act for the remodeling of the existing Columbia River Bridge between Portland and Vancouver. The total amount shown in this guarantee is taken from the data submitted to you with my letter of April 10.

Very truly yours,

W. C. Williams
State Highway Engineer

Attachments

cc Mr. G. S. Paxson
GSP:gm

$1,143,303

Albert D. Rosellini, Governor
Chairman of Authority
Cliff Yelle, State Auditor
Francis Pearson, Chairman
Public Service Commission
Ernest A. Cowell, Chairman
State Highway Commission
Lloyd K. Nelson, Director
Department of General Administration

STATE OF WASHINGTON

1889

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

W. A. Bugge, Director of Highways
Ex Officio Member
D. B. Hedges
Executive Secretary of Authority

file

May 21, 1958

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Re: Vancouver-Portland Interstate Toll Bridge

Dear Sir:

I am transmitting herewith six copies of the Guaranty Agreement covering Federal participation in connection with the reconstruction of the Vancouver-Portland Interstate Bridge. The subject agreement has now been properly executed by the members of the Washington State Highway Commission and the Washington Toll Bridge Authority, with the exception of Mr. Cliff Yelle, State Auditor and a member of the Authority, who is presently out of the city. The fact that Mr. Yelle has not executed the subject document does not in any way affect its validity insofar as the Authority is concerned, as you will note that three members of the Authority constitute a quorum.

Copies of the subject Guarantee Agreement have been retained in our files for the Washington Toll Bridge Authority and the Washington State Highway Commission.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

DBH:hm
Att.
cc: Mr. W. A. Bugge
Mr. Lorenz Goetz

RECEIVED
MAY 22 1958
OREGON
STATE HIGHWAY COMMISSION

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MAY 7 1958
FOR FILING

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May 6, 1958

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

The Corps of Engineers have requested that we furnish them with a guarantee as to the total amount of money which would be requested as their portion of the cost of reconstructing the Columbia River Bridge. I have recently furnished you with the estimate of this reimbursable cost, which is in the amount of $1,143,303. This figure is arrived at from the low bid submitted for the project to which was added 15 percent for engineering and contingencies.

I am enclosing herewith eight copies of a guarantee which has been signed by the Oregon State Highway Commission. It is requested that you obtain the signatures of the Washington Toll Bridge Authority and the Washington Highway Commission and return six of the copies to me, five of which will be sent to the Corps of Engineers. I can not get clearance for the award from them until they have this guarantee.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attachs.
cc Mr. W. A. Bugge, Director
Washington Department of Highways

Mr. W. C. Williams

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MAY 7 1958
FOR FILING

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[illegible]

May 6, 1958

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

The Corps of Engineers have requested that we furnish them with a guarantee as to the total amount of money which would be requested as their portion of the cost of reconstructing the Columbia River Bridge. I have recently furnished you with the estimate of this reimbursable cost, which is in the amount of $1,143,303. This figure is arrived at from the low bid submitted for the project to which was added 15 percent for engineering and contingencies.

I am enclosing herewith eight copies of a guarantee which has been signed by the Oregon State Highway Commission. It is requested that you obtain the signatures of the Washington Toll Bridge Authority and the Washington Highway Commission and return six of the copies to me, five of which will be sent to the Corps of Engineers. I can not get clearance for the award from them until they have this guarantee.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attachs.
cc Mr. W. A. Bugge, Director
Washington Department of Highways

Mr. W. C. Williams

RECEIVED
MAY 22 1958
FOR FILING

FORM E30—50M—2-57—1476

171-234

5-05

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem
May 6, 1958

SUBJECT: U.S. Guarantee on Alteration of Existing Span of the Interstate Bridge, Portland to Vancouver

To: Mr. G. S. Paxson
Asst. State Highway Engineer

Office

In compliance with your request, please find attached hereto eight copies of the above entitled guarantee.

Frank C. McKinney
FRANK C. McKINNEY
Chief, Office Section

FCMcK:ma

enc.

cc W. C. Williams
L. I. Lindas

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

April 28, 1958

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. W. C. Williams, State Highway Engineer

Gentlemen:

Receipt is acknowledged of your letter of April 10, 1958, containing apportionment of costs for the alteration of the existing bridge crossing Columbia River at Vancouver, Washington, and inclosing your pamphlet "Proposal for Highway Construction" pertaining thereto; an itemization of bids received. In order that there may be no undue delay, these are being forwarded to higher authority for review preparatory to informal approval.

Your letter refers to a guaranty of cost, but a formal guaranty is required. It is requested that a formal guaranty, signed by the various highway commissioners of Oregon and Washington, and of the Washington Toll Bridge Authority, be submitted at the earliest possible date. The guaranty should specify that the apportionment of costs to the Federal Government shall not exceed $1,143,303. If there is any question of the authority of the commissioners to guaranty the costs, it may be well to have the Attorney-General attest to the guaranty.

Upon receipt of a proper guaranty it will be forwarded by air mail to expedite action by the Department of the Army.

Very truly yours,

JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

RECEIVED
APR 29 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 6 1958
FOR FILING

May 5, 1958

Oregon State Highway Commission

Gentlemen:

In our negotiations with the U. S. Engineers for reimbursement of half of the cost of remodeling the existing Interstate Bridge under the Truman-Hobbs Act, they require that we file with them a formal guarantee of the maximum amount which the States would claim. Our arrangement with the U. S. Engineers is that 50 per cent of the remodeling cost be assumed by the Federal Government.

We have now taken bids on this project and have your authority to award to the low bidder when approval of the U. S. Engineers and the State of Washington is received. With this low bid, we can accurately compute the cost of the remodeling work. This cost is estimated to be $1,143,303. This includes the cost computed from the low bid and an allowance of 15 per cent for engineering and contingencies.

The formal guarantee has been made up and will be before you for signature at this meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. G. S. Paxson

GSP:gm fn

RECEIVED
MAY 2 1958
FOR FILING

May 1, 1958

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

Confirming our telephone conversation of this morning, I am attaching hereto a copy of a letter from the U. S. Engineers concerning a guarantee of cost to the Federal Government for the reconstruction of the existing Columbia River Bridge at Vancouver under the Truman-Hobbs Act. The sum of $1,143,303 is the cost of the revision in accordance with the low bid submitted for the project, which contains a 15 percent allowance for engineering and contingencies.

Our Legal Department is preparing the requested guarantee which we will present to our Highway Commission for signature at the meeting on May 8 and 9. We will then immediately forward it to you for completion. As you know, we are holding up the award of the construction contract pending approval by the U. S. Engineers and it is advisable that this formality be complied with at the earliest practicable date.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. A. Bugge

Mr. W. C. Williams

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

April 28, 1958

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. W. C. Williams, State Highway Engineer

Gentlemen:

Receipt is acknowledged of your letter of April 10, 1958, containing apportionment of costs for the alteration of the existing bridge crossing Columbia River at Vancouver, Washington, and inclosing your pamphlet "Proposal for Highway Construction" pertaining thereto; an itemization of bids received. In order that there may be no undue delay, these are being forwarded to higher authority for review preparatory to informal approval.

Your letter refers to a guaranty of cost, but a formal guaranty is required. It is requested that a formal guaranty, signed by the various highway commissioners of Oregon and Washington, and of the Washington Toll Bridge Authority, be submitted at the earliest possible date. The guaranty should specify that the apportionment of costs to the Federal Government shall not exceed $1,143,303. If there is any question of the authority of the commissioners to guaranty the costs, it may be well to have the Attorney-General attest to the guaranty.

Upon receipt of a proper guaranty it will be forwarded by air mail to expedite action by the Department of the Army.

Very truly yours,

JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

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APR 28 1958
FOR FILING

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April 25, 1958

The District Engineer
Corps of Engineers
U. S. Army
608 Pittock Block
Portland 5, Oregon

Re: Portland-Vancouver
Columbia River
Interstate Bridge

Dear Sir:

Under date of April 10, we forwarded to you tabulation of bids received for the remodeling of the old Interstate Bridge between Portland and Vancouver and advised you that we desired to make the award to the General Construction Company, the low bidder, immediately after the sale of bonds was made. Bids were received yesterday on the bonds and the entire issue was sold. We are now ready to make the award of the construction contract. Anything that can be done to expedite your approval of our submission to you would greatly appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. A. Bugge, Director
Washington Department of Highways

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority

Mr. W. C. Williams

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APR 28 1958
FOR FILING

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[illegible]

April 25, 1958

Mr. W. A. Bugge, Director
Washington Department of Highways
Transportation Building
Olympia, Washington

Dear Mr. Bugge:

Since receiving your concurrence in award of contract for the reconstruction of the old Interstate Bridge at Vancouver, I have checked with the Corps of Engineers as to their approval under the Truman-Hobbs Act and find that it will be at least another week before we will hear from them in the matter. Since it is important that we keep ourselves in the clear of all technicalities, there seems to be nothing to do but hold the award until we hear from them.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. D. B. Hedges

Mr. W. C. Williams

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APR 24 1958

FOR FILING

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[illegible]

April 24, 1958

Members of State Highway Commission

Gentlemen:

I enclose for your information a copy of that portion of the minutes of the meeting of the State Highway Commission that was held on March 27, 1958 which pertains to the reconstruction of the existing bridge across the Columbia River between Portland and Vancouver.

You will recall that Mr. Thorgrimson, of the firm of Preston, Thorgrimson and Horowitz, who has been retained as bond counsel for the Washington Toll Bridge Authority, asked me for several certified copies of that portion of the minutes which they need in connection with the sale of the bonds to finance this project. The minutes as prepared have been approved by both Mr. Lindas and Mr. Rohde and also by Mr. Paxson, and I hope that they meet with your approval.

Mr. Paxson is delivering the copies to Mr. Thorgrimson in person today so he will have them when the bids for the purchase of the bonds are opened.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

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WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a fast telegram

TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☒

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S
E

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			Oregon State Highway Dept.	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Org. Apr 24 1958

M. K. McIver
Rock Sound Club
Eleuthera, Bahama Islands

Accepted bid Blyth Co. interstate bridge bonds. Effective interest rate 2.97 percent.

W. C. Williams

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APR 24 1958
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April 23, 1958

Preston, Thorgrimson and Horowitz
Northern Life Tower
Seattle 1, Washington

Attention: Mr. Richard Thorgrimson

Dear Mr. Thorgrimson:

As requested by you at the meeting of the Oregon State Highway Commission on March 27, 1958 I enclose six certified copies of the minutes of that meeting that pertain to the sale of the bonds to finance reconstruction of the existing bridge over the Columbia River between Portland, Oregon, and Vancouver, Washington, and with respect to the award of the contract for the construction of such project.

I trust that the excerpts are satisfactory for your purposes.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encls.
cc: Mr. Darrell Hedges
Executive Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Mr. W. A. Bugge, Director of Highways
State of Washington
220 Transportation Building
Olympia, Washington

Commissioners
W. C. Williams
G. S. Paxson
L. I. Lindas

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached excerpt from the minutes of the meeting of the Oregon State Highway Commission of March 27, 1958, entered in Volume XLII of the minute book, pertaining to the receiving of bids for reconstruction of the Portland, Oregon, - Vancouver, Washington, (East) Interstate Bridge, and the approval of the form of resolution, bond and notice of sale covering the sale by the Washington Toll Bridge Authority of the remainder of the Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, amounting to $5, 200, 000, has been compared by me with the original and that the same is a true and correct copy of said portion of the minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official sale of the Oregon State Highway Commission this 23rd day of April, 1958.

Secretary
OREGON STATE HIGHWAY COMM.

Portland, Oregon
March 27, 1958

The Oregon State Highway Commission met in regular session at 9:00 a.m. in the Queens Room of the Imperial Hotel. Present were:

Chas. H. Reynolds, Chairman
M. K. McIver, Commissioner
Robert B. Chessman, Commissioner
W. C. Williams, State Highway Engineer
Forrest Cooper, Deputy State Highway Engineer
G. S. Paxson, Assistant State Highway Engineer
P. M. Stephenson, Assistant State Highway Engineer
L. I. Lindas, Chief Counsel
George E. Rohde, Assistant Counsel
R. L. Porter, Right of Way Engineer
C. H. Armstrong, Parks Superintendent
C. H. Maison, Auditor
H. B. Glaisyer, Secretary

Also present were Mr. Darrell Hedges, Secretary and Mr. Herbert Higgins, Engineer, representing the Washington Toll Bridge Authority, and Mr. Richard Thorgrimson, Attorney, representing Preston, Thorgrimson and Horowitz, Seattle, Bond Counsel for the Washington Toll Bridge Authority.

Bids as follows for highway construction were opened and read aloud by the Secretary of the Oregon Highway Commission who then stated that the Commission would announce awards of contracts at 4:30 p.m. in the same room:

****

MULTNOMAH COUNTY, OREGON
CLARK COUNTY, WASHINGTON

PORTLAND, OREGON, -VANCOUVER, WASHINGTON, INTERSTATE (EAST) BRIDGE OVER COLUMBIA RIVER ON PACIFIC HIGHWAY

General Construction Company, Portland	$2,993,995.00
Peter Kiewit Sons' Co., Vancouver, Washington	3,141,130.00
Manson Construction & Engineering Co., Seattle, Wn.	3,213,230.00
Macco Corporation, Paramount, California	3,222,655.00
Judson Pacific Murphy Corp., Emeryville, California	3,346,222.00
Phillips-Erickson, Seattle, Washington	3,371,410.00
Eichleay Corporation, Santa Clara, California	3,982,980.00
Kansas City Bridge Co., Kansas City, Missouri	4,035,410.00

****

The Chief Counsel called to the attention of the Commission an item that appears on the agenda, concerning the issuance and sale by the Washington Toll Bridge Authority of the remainder of the Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds in the principal sum of $5,200,000 out of the $14,500,000 of such bonds provided for by agreement dated April 27, 1955, between Oregon State Highway Commission, Washington State Highway Commission and Washington Toll Bridge Authority and originally authorized by Resolution No. 312 of the Authority. The Chief Counsel explained that the sale of these bonds is for the purpose of providing funds to pay the cost of part of the proposed improvements, and incidental expenses, for which said $14,500,000 of bonds were authorized, particularly to finance the reconstruction of the existing bridge over the Columbia River.

He introduced Mr. Darrell Hedges, Secretary of Washington Toll Bridge Authority, Mr. Herbert Higgins, Engineer of such Authority, and Mr. Richard Thorgrimson of the firm of Preston, Thorgrimson and Horowitz of Seattle, bond counsel for the Authority, who were present. At his request Mr. Thorgrimson explained the terms and provisions of the resolution adopted by the Authority for the issuance and sale of the bonds. The Chief Counsel (Mr. Lindas) then advised that the resolution, which incorporates the form of bond, has been studied and found to be in proper legal form. Based upon such study and upon opinion of bond counsel as to the validity thereof, he recommended approval by the Oregon Highway Commission of the form of Resolution, Notice of Sale and the Bond as presented.

Commissioner McIver moved that the same be approved and Commissioner Chessman seconded the motion. Thereupon, the Commission voted unanimously to approve the form of said Resolution, the Bond incorporated therein and the Notice of Sale, and directed the Secretary to retain a copy of the same in the official records of the Commission.

Since the Washington Toll Bridge Authority plans to receive bids for the sale of the bonds on April 24, 1958, and, since under the agreement between the parties a bid will be accepted only if satisfactory to both the Commission and the Authority, the State Highway Engineer was authorized to advise the Authority as to whether or not any bid submitted for the sale of the bonds is satisfactory to the Oregon Highway Commission.

****

The meeting recessed for luncheon at 12:00 noon and reconvened at 2:00 p.m. with the same persons present and participating.

****

At 4:00 P.M. the Commission discussed with the Engineer the bids received during the morning session for reconstructing the existing bridge over the Columbia River between Portland, Oregon, and Vancouver, Washington, and other projects. Concerning the Columbia River Bridge Project the Engineer stated that the bid submitted by General Construction Company, Portland, at $2,993,995.00 was the low bid received for this undertaking. He recommended acceptance of such bid. As a result of the discussion that followed the Commission expressed the feeling that the bid of General Construction Company in the amount of $2,993,995.00 should be accepted as recommended by the Engineer and that the contract for construction of the bridge should be awarded to said company if the Washington Toll Bridge Authority and the Washington State Highway Commission will concur.

At 4:30 P.M. Commissioner McIver publicly announced the awards of contracts as follows:

****

"Reconstruction of the existing bridge over the Columbia River between Portland, Oregon, and Vancouver, Washington. The Commission elects to accept the bid of General Construction Company in the sum of $2,993,995.00, and the State Highway Engineer is directed to award the contract to said bidder as soon as concurrence of the Washington Toll Bridge Authority and Washington State Highway Department is received.

****

The meeting adjourned at 5:15 P.M. to reconvene in the same room at 9:00 A.M. on the following day.

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WESTERN UNION

TELEGRAM

W. P. MARSHALL, PRESIDENT

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

SYMBOLS
DL = Day Letter
NL = Night Letter
LT = International Letter Telegram

1201

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

:(25)=

PRA116

PR LLC168 PD=PORTLAND ORG 23 1153AMP=

:W C WILLIAMS, STATE HIGHWAY ENGINEER= 1958 APR 23 PM 12 45

:STATE HIGHAY DEPARTMENT SALEM OREGON=

THIS IS MY APPROVAL FOR EXECUTING CONRACT TO BE SUCCESSFUL LOW BIDDER ON THE INTERSTATE BRIDGE BONDS, OPENING APRIL 24, 1958, AT AN EFFECTIVE RATE OF 3 1/40/0=

M K MCIVER=

NOTED
W. C. WILLIAMS

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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April 17, 1958

Mr. Fred H. Paulus
Deputy State Treasurer
State Capitol
Salem, Oregon

Dear Mr. Paulus:

I am attaching a copy of the Notice of Bond Sale and Official Statement on the sale of the $5,200,000 bond issue scheduled for April 24 at Olympia, Washington. These are for the reconstruction of the existing Portland-Vancouver Columbia River Bridge.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams

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Plan Holders for Interstate Bridge Between Portland, Ore., and Vancouver, Wn.

Bethlehem Pacific Coast Steel Corp.
20th and Illinois
San Francisco, Calif.

Vancouver - East

Carl M. Halverson, Inc.
P. O. Box 1449
Portland 7, Oregon

Guy F. Atkinson Co.
2800 N. W. Front Ave.
Portland 10, Oregon

Peter Kiewit Sons' Co.
P. O. Box 531
Vancouver, Wn.

Kansas City Bridge Co.
928 Broadway
Kansas City, Mo.

Lee Hoffman
P. O. Box 37
Beaverton, Oregon

Condon-Cunningham, Inc.
4229 Lafayette Avenue
Omaha, Nebraska

Ben C. Gerwick
417 Market Street
San Francisco, Calif.

American Bridge Division of
U. S. Steel Corporation
525 Wm. Penn Place Bldg.
Pittsburgh 30, Pa.

The Steel Construction Company
5200 N. W. Front Ave.
Portland, Oregon

Independent Iron Works, Inc.
8th and Pine Sts.
Oakland, Calif.

Manson Construction & Engr. Co.
5209 East Marginal Way
Seattle 4, Wn.

General Construction Co.
3840 Iowa Ave.
Seattle, Wn.

Judson Pacific-Murphy Corp.
4300 Eastshore Highway
Emeryville 8, Calif.

Fred J. Early Jr. Co., Inc.
369 Pine Street
San Francisco, Calif.

Macco Corporation
14409 S. Paramount Blvd.
Paramount, Calif.

J. N. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Eichleay Corporation
1180 Richard Avenue
Santa Clara, Calif.

Alton V. Phillips Co. & Associates
4055 - 21st West
Seattle 99, Wn.

C. J. Montag & Sons
7805 N. E. Halsey St.
Portland 13, Oregon

Fruin-Colnon Contracting Co.
San Francisco & Burlingame, Calif.

Hansen & Parr
Spokane, Wn.

Hoffman Const. Co.
Portland, Oregon

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April 10, 1958

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

In changing the route of traffic from the old Columbia River Bridge between Portland and Vancouver to the new one, we will be paving the north approach under traffic which will at times make it necessary to close part of the roadway so that only one lane in each direction can be accommodated. During the rush part of the day we will have serious traffic congestion and this would be accentuated by any opening of the drawspan during those periods. It would help us considerably in carrying traffic if we could be relieved of the necessity of opening the draw during the hours of 7 a.m. to 8 a.m. and 4 p.m. to 6 p.m. during the period between May 1 and July 20.

It would be greatly appreciated if you would advise us if such an order can be issued.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. A. Bugge, Director
Washington Department of Highways

Mr. William Bailey, District Engineer
District No. 4, Washington Department of Highways

Mr. W. C. Williams

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 24, 1958

SUBJECT: Traffic Routing, Detour, etc.
Interstate Bridge

To:

G. S. Paxson
Asst. State Highway Engineer
Office

Mr. Widdows and myself conferred recently with Mr. Rex Still, Traffic Engineer, Washington, and his people regards traffic routing on the Interstate Bridge with particular reference to the shifting of traffic to the new span upon its completion and opening to traffic. The temporary routing of traffic on the Washington side is somewhat more of a problem than it is on our Oregon side, primarily for the reason that there will have to be some rather bad reverse curvature in the temporary alignment, what with the use of PC concrete, curing time, etc. There will be some stages during their work when the some 40,000 per day traffic will have to be accommodated in two lanes as against the normal four lanes.

Mr. Still has his signing very well mapped out for northbound traffic on the new bridge, concerning which Mr. Widdows and I made some suggested minor changes. We discussed the matter of a construction speed zone on the Oregon side and decided that such would be set up for 35 MPH and would taper into a 25 MPH for northbound traffic going into the Washington approach.

In order to accommodate the successive stages of paving work and the time schedule with respect thereto, the Washington people would like, if at all possible, to see the new bridge span open to traffic on June 16 as against our present target date of July 1. In discussing this opening date with Marshall Dresser, he thought that with any break in weather that we might be able to make a June 16 opening. If, however, the new bridge cannot be opened by June 16 they would very much prefer to hold over to an opening date of July 7 or after, not wishing to impose some rather bad traffic routings during the Memorial and 4th of July holiday weekends. I reiterate that there will be periods when the total bridge traffic will have to be accommodated in two lanes, one for each direction of traffic flow. After reviewing the situation, Mr. Widdows and myself were in full accord with the thought that if the new bridge cannot be opened by June 16 that the opening should be postponed until July 7 or later.

During periods in which t he bridge traffic would have to be accommodated in two lanes, there will probably be some delay during the peak-hour periods, purely for the reason of this restriction of lanes. The condition would be compounded should there be draw openings during the peak-hour traffic period. In this connection, therefore, the Washington people would like very much to

NOTED

arrange with the proper authorities to allow no draw openings during the hours of 7:00-8:00 a.m. and 4:00-6:00 p.m. in the period from May 1 to July 20. I am not sure whether or not such restriction can be arranged, however, it was the thought that we should at least make the effort. Probably if a 100% restriction cannot be arranged it could be made applicable to the extent of allowing only essential movements through the draw.

Another point with regard to river traffic and its interference with vehicular traffic on the bridge by reason of draw openings, it was felt that if the contractor working on the existing bridge could pull a couple of middle spans at the start of his work and take advantage of the increased clearance provided by the new bridge we could again minimize the draw openings and interference with vehicular traffic during the some two-year period that work will be in progress on the remodeling of the existing structure. We had some discussion with Marshall Dresser on this matter, and he thought probably the contractor might be affable to such scheduling of work.

In connection with the work on Slough Bridge, suggestion was made initially that in order to make room for the contractor in removing existing railings and putting in the curbed-grating median section, to route all traffic on the old structure and attempt to stripe it for four lanes. This whole structure is only some 39' between curbs, which makes for an inadequate four lanes in the first instance, and with the contractor needing some three or four feet for clearance it would be practically impossible to set up four adequate lanes. Upon completion of the Slough Bridge work, we will of course have a six-lane facility and each of the two bridge structures striped for three lanes. This would mean that any attempt at four lane striping would make for difficulties, confusion, removing of the old stripes, replacement of the new, etc. It is understood that the new structure is practically complete except for placement of AC pavement and that arrangements are being made for this work. A much better arrangement, therefore, from the standpoint of traffic movement and working conditions for the contractor would be to stripe both bridges for three lanes utilizing the two outer lanes on each structure for traffic movement and giving over the two lanes in the middle for contractor's operation in placement of curbs, grating, etc.

I recommend that necessary action be taken to accommodate arrangements, scheduling, etc., as outlined hereinabove.

F. B. Crandall
Traffic Engineer

FBC:njs

cc: W. O. Widdows

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OFFICE OF
STATE HIGHWAY ENGINEER

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April 10, 1958

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Re: Portland-Vancouver
Columbia River Interstate Bridge

Dear Sir:

In accordance with your letter of February 25, 1958, I submit herewith three copies of the proposal, which was used by each of the eight bidders for the reconstruction of the Portland-Vancouver Interstate Bridge over the Columbia River. I also attach three prints from the tabulation of bids submitted on this project. You will note that of the eight bids submitted, the bid of the General Construction Company of Portland in the amount of $2,993,995 is low. These bids were received by the Oregon State Highway Commission at its regular meeting on March 27, 1958.

This project will be financed by the sale of revenue bonds, which have been advertised for sale on April 24, 1958. The Oregon State Highway Commission proposes to award a contract for the reconstruction work to the low bidder, the General Construction Company, of Portland, Oregon, at its low bid of $2,993,995, immediately after the sale of bonds is completed. The General Construction Company is an experienced and reliable organization and is prequalified under our Oregon laws for projects in excess of $5,000,000. In compliance with your letter of February 25, 1958, your approval of the award is requested.

As a guarantee of costs to the Federal Government under the terms of the Truman-Hobbs Act, the amount of $1,143,303 is submitted. This is calculated as follows:

		Total Cooperative Work Based on Low Bid Prices	
No.	Item	Quantity	Amount
	Contract		
1.	Alter Pier 4	All Required	$ 180,000
2.	Alter Pier 6	All Required	180,000
3.	Alter Pier 7	All Required	180,000
4.	Alter Pier 8	All Required	180,000
5.	Alter Pier 9	All Required	178,000
6.	Alter Pier 10	All Required	16,400
7.	Remove Pier 5	All Required	43,600
8.	Remove Spans 5 and 6	All Required	80,000
10.	Spans 5 and 6 in place	All Required	675,800
11.	Alter Span 4	All Required	83,000
12.	Alter Spans 7 and 8	All Required	174,000
13.	Alter Span 9	All Required	28,000
14.	Alter Span 10	All Required	20,000
15.	Alter Span 11	All Required	11,000
16.	Alter Span 12	All Required	3,500
22.	Riprap	17,000 tons	59,500

Subtotal Contract		$2,092,800
15 per cent engineering and contingencies		313,920
Totals		$2,406,720
50 per cent federal cooperation		1,203,360
Less service life and salvage		60,057
Expired service life		
2 spans 41/100 of 73,258	$30,036	
1 pier 41/100 of 23,144	9,489	
Salvage steel 2 spans		
1,026.6 tons at $20 per ton	20,532	
	$60,057	
Total federal cooperation		$1,143,303

You will note that in these figures, under Item No. 22, we have included one half of the riprap called for under the contract as this one half is to be used in the riprapping of the reconstructed piers of the existing bridge. The items deducted from the total cost estimate of cooperative work are in accordance with your letter of October 23, 1957.

It would be appreciated if consideration of this matter could be expedited so that we may have your approval on or before the proposed letting date of April 24, 1958.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.

cc Mr. W. A. Bugge, Director
Washington Department of Highways
Olympia, Washington

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Olympia, Washington

Mr. Forrest Cooper
Mr. G. S. Paxson

GSP:fn

Date of Opening Bids March 27, 1
No. Bids Received 8

OREGON STATE HIGHWAY DE

Section Reconstruction of Interstate (East) Br.
Highway Pacific
County Multnomah/Clark
Length and Kind of Work Bridge Construction

				Peter Kiewit Son's Co. Bidder Vancouver, Wash. Address 5% Deposit		Manson Const. & Engr. Co. Bidder Seattle, Wash. Address 5% Deposit		General Const Portland 5%	
No.	Item	Quantity	Unit	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	A
1.	Alter Pier 4	All Required			200,000.00		220,000.00		180,
2.	Alter Pier 6	All Required			200,000.00		220,000.00		180,
3.	Alter Pier 7	All Required			200,000.00		220,000.00		180,
4.	Alter Pier 8	All Required			200,000.00		220,000.00		180,
5.	Alter Pier 9	All Required			198,200.00		200,000.00		178,
6.	Alter Pier 10	All Required			20,000.00		12,000.00		16,
7.	Remove Pier 5	All Required			20,000.00		24,000.00		43,
8.	Remove Spans 5 and 6	All Required			139,000.00		100,000.00		80,
9.	Remove Span 14	All Required			73,000.00		50,000.00		36,
10.	Span 5/6 in Place	All Required			656,000.00		640,000.00		675,
11.	Alter Span 4	All Required			38,600.00		80,000.00		83,
12.	Alter Spans 7 and 8	All Required			251,200.00		200,000.00		174,
13.	Alter Span 9	All Required			66,200.00		36,000.00		28,
14.	Alter Span 10	All Required			62,500.00		25,000.00		20,
15.	Alter Span 11	All Required			43,800.00		10,000.00		11,
16.	Alter Span 12	All Required			3,400.00		3,000.00		3,
17.	Alter Span 13	All Required			3,800.00		5,000.00		3,
18.	Electrical and Mechanical Equipment	All Required			335,500.00		390,000.00		400,
19.	Bridge Buildings	All Required			7,000.00		15,000.00		15,
20.	Alter Construction Walkway	All Required			5,000.00		10,000.00		11,
21.	Maintenance Painting	All Required			92,600.00		150,000.00		110,
22.	Riprap	34,000	Tons	2.60	88,400.00	4.00	136,000.00	3.50	119,
23.	Roadway Lighting	All Required			36,200.00		35,000.00		37,
24.	SOUTH APPROACH: Shoring, Cribbing, Etc.	All Required			42,000.00		22,000.00		42,
25.	Structural Excavation	900	Cu Yds	5.00	4.500.00	4.00	3,600.00	3.00	2,
26.	Excavation Below Elevs. Shown	80	Cu Yds	10.00	800.00	10.00	800.00	10.00	-
27.	Furnish Untreated Timber Piling	1,800	Lin Ft	1.50	2.700.00	1.00	1,800.00	.65	1,
28.	Furnish Treated Timber Piling	4,300	Lin Ft	1.50	6,450.00	1.50	6,450.00	1.45	6,
29.	Drive Timber Piling	112	Only	40.00	4.480.00	50.00	5.600.00	50.00	5,
30.	Seal Concrete	100	Cu Yds	30.00	3,000.00	30.00	3,000.00	31.50	3,
31.	Class "A" Concrete	1,160	Cu Yds	75.00	87,000.00	100.00	116,000.00	100.00	116,
32	Metal Reinforcing	290,000	Lbs.	.14	40,600.00	.15	43,500.00	.15	43,
33.	Standard Metal Handrail	540	Lin Ft	10.00	5,400.00	12.00	6,480.00	11.00	5,
34.	Concrete Slab Riprap	200	Sq Yds	9.00	1,800.00	15.00	3,000.00	8.00	1

DEPARTMENT – ITEMIZED BIDS RECEIVED

F. A. P. No. -

Sheet No. 1 of 1 Sheets Page

Const. Co.	Kansas City Br. Co.		Phillips-Erickson		Eichleay Corp.		Macco Corp.		Judson Pacific Murphy Corp.	
Bidder	Bidder		Bidder		Bidder		Bidder		Bidder	
Address	Kansas City, Mo.		Seattle, Wash.		Santa Clara, Cal.		Paramount, Cal.		Emeryville, Cal.	
Deposit	5%		5%		5%		5%		5%	
Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
180,000.00		260,000.00		279,000.00		223,000.00		215,000.00		246,000.00
180,000.00		275,000.00		279,000.00		218,000.00		205,000.00		205,000.00
180,000.00		300,000.00		203,000.00		223,000.00		205,000.00		200,000.00
180,000.00		275,000.00		203,000.00		216,000.00		205,000.00		200,000.00
178,000.00		270,000.00		203,000.00		212,000.00		200,000.00		190,000.00
16,400.00		50,000.00		46,000.00		10,500.00		23,500.00		14,866.00
43,600.00		60,000.00		100,000.00		15,000.00		101,000.00		54,600.00
80,000.00		80,000.00		250,000.00		149,000.00		82,000.00		124,071.00
36,000.00		50,000.00		125,000.00		48,000.00		23,500.00		55,650.00
675,800.00		1,034,500.00		650,000.00		867,000.00		678,450.00		727,985.00
83,000.00		50,000.00		150,000.00		48,000.00		50,000.00		68,000.00
174,000.00		250,000.00		90,000.00		369,000.00		225,000.00		279,800.00
28,000.00		50,000.00		18,000.00		79,500.00		55,000.00		47,100.00
20,000.00		50,000.00		18,000.00		35,200.00		52,500.00		29,400.00
11,000.00		10,000.00		18,000.00		13,900.00		16,500.00		12,600.00
3,500.00		2,500.00		2,000.00		3,600.00		3,000.00		2,500.00
3,500.00		2,500.00		2,000.00		3,600.00		3,000.00		2,300.00
400,000.00		500,000.00		270,000.00		558,000.00		406,700.00		373,500.00
15,000.00		20,000.00		10,000.00		32,000.00		12,000.00		18,500.00
11,000.00		7,500.00		10,000.00		15,500.00		14,000.00		17,400.00
110,000.00		90,000.00		80,000.00		179,000.00		115,000.00		108,140.00
119,000.00	3.30	112,200.00	3.65	124,100.00	3.50	119,000.00	3.30	112,200.00	3.30	112,200.00
37,000.00		37,000.00		35,000.00		43,000.00		25,000.00		23,602.00
42,500.00		29,300.00		50,000.00		43,000.00		23,000.00		50,000.00
2,700.00	10.50	9,450.00	5.00	4,500.00	10.00	9,000.00	3.25	2,925.00	6.00	5,400.00
800.00	10.50	840.00	10.00	800.00	20.00	1,600.00	5.25	420.00	12.50	1,000.00
1,170.00	.65	1,170.00	1.15	2,070.00	1.00	1,800.00	.50	900.00	.60	1,080.00
6,235.00	1.60	6,880.00	1.60	6,880.00	2.00	8,600.00	1.00	4,300.00	1.00	4,300.00
5,600.00	85.00	9,520.00	60.00	6,720.00	40.00	4,480.00	100.00	11,200.00	50.00	5,600.00
3,150.00	37.00	3,700.00	30.00	3,000.00	38.00	3,800.00	30.00	3,000.00	40.00	4,000.00
116,000.00	78.00	90,480.00	80.00	92,800.00	125.00	145,000.00	90.00	104,400.00	100.00	116,000.00
43,500.00	.14	40,600.00	.115	33,350.00	.23	66,700.00	.12	34,800.00	.1212	35,148.00
5,940.00	10.50	5,670.00	8.50	4,590.00	30.00	16,200.00	14.00	7,560.00	12.00	6,480.00
1,600.00	8.00	1,600.00	8.00	1,600.00	10.00	2,000.00	9.00	1,800.00	20.00	4,000.00

ITEMIZED BIDS RECEIVED

F. A. P. No. -
Sheet No. 1 of 1 Sheets Page 9

Br.Co. No. Bidder Address Deposit	Phillips-Erickson Bidder Seattle, Wash. Address 5% Deposit		Eichleay Corp. Bidder Santa Clara, Cal. Address 5% Deposit		Macco Corp. Bidder Paramount, Cal. Address 5% Deposit		Judson Pacific Murphy Corp. Bidder Emeryville, Cal. Address 5% Deposit		Bidder Address Deposit	
mount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount	Unit Bid	Amount
000.00		279,000.00		223,000.00		215,000.00		246,000.00		
000.00		279,000.00		218,000.00		205,000.00		205,000.00		
000.00		203,000.00		223,000.00		205,000.00		200,000.00		
000.00		203,000.00		216,000.00		205,000.00		200,000.00		
000.00		203,000.00		212,000.00		200,000.00		190,000.00		
000.00		46,000.00		10,500.00		23,500.00		14,866.00		
00.00		100,000.00		15,000.00		101,000.00		54,600.00		
000.00		250,000.00		149,000.00		82,000.00		124,071.00		
000.00		125,000.00		48,000.00		23,500.00		55,650.00		
500.00		650,000.00		867,000.00		678,450.00		727,985.00		
000.00		150,000.00		48,000.00		50,000.00		68,000.00		
000.00		90,000.00		369,000.00		225,000.00		279,800.00		
000.00		18,000.00		79,500.00		55,000.00		47,100.00		
00.00		18,000.00		35,200.00		52,500.00		29,400.00		
000.00		18,000.00		13,900.00		16,500.00		12,600.00		
500.00		2,000.00		3,600.00		3,000.00		2,500.00		
500.00		2,000.00		3,600.00		3,000.00		2,300.00		
000.00		270,000.00		558,000.00		406,700.00		373,500.00		
000.00		10,000.00		32,000.00		12,000.00		18,500.00		
0.00		10,000.00		15,500.00		14,000.00		17,400.00		
00.00		80,000.00		179,000.00		115,000.00		108,140.00		
00.00	3.65	124,100.00	3.50	119,000.00	3.30	112,200.00	3.30	112,200.00		
00.00		35,000.00		43,000.00		25,000.00		23,602.00		
00.00		50,000.00		43,000.00		23,000.00		50,000.00		
50.00	5.00	4,500.00	10.00	9,000.00	3.25	2,925.00	6.00	5,400.00		
40.00	10.00	800.00	20.00	1,600.00	5.25	420.00	12.50	1,000.00		
70.00	1.15	2,070.00	1.00	1,800.00	.50	900.00	.60	1,080.00		
80.00	1.60	6,880.00	2.00	8,600.00	1.00	4,300.00	1.00	4,300.00		
20.00	60.00	6,720.00	40.00	4,480.00	100.00	11,200.00	50.00	5,600.00		
00.00	30.00	3,000.00	38.00	3,800.00	30.00	3,000.00	40.00	4,000.00		
80.00	80.00	92,800.00	125.00	145,000.00	90.00	104,400.00	100.00	116,000.00		
00.00	.115	33,350.00	.23	66,700.00	.12	34,800.00	.1212	35,148.00		
70.00	8.50	4,590.00	30.00	16,200.00	14.00	7,560.00	12.00	6,480.00		
00.00	8.00	1,600.00	10.00	2,000.00	9.00	1,800.00	20.00	4,000.00		

[illegible]	All Required			[illegible]		24,000.00		43,
8. Remove Spans 5 and 6	All Required			139,000.00		100,000.00		80,
9. Remove Span 14	All Required			73,000.00		50,000.00		36,
10. Span 5/6 in Place	All Required			656,000.00		640,000.00		675,
11. Alter Span 4	All Required			38,600.00		80,000.00		83,
12. Alter Spans 7 and 8	All Required			251,200.00		200,000.00		174,
13. Alter Span 9	All Required			68,200.00		36,000.00		28,
14. Alter Span 10	All Required			62,500.00		25,000.00		20,
15. Alter Span 11	All Required			43,800.00		10,000.00		11,
16. Alter Span 12	All Required			3,400.00		3,000.00		3,
17. Alter Span 13	All Required			3,800.00		5,000.00		3,
18. Electrical and Mechanical Equipment	All Required			335,500.00		390,000.00		400,
19. Bridge Buildings	All Required			7,000.00		15,000.00		15,
20. Alter Construction Walkway	All Required			5,000.00		10,000.00		11,
21. Maintenance Painting	All Required			92,600.00		150,000.00		110,
22. Riprap	34,000	Tons	2.60	88,400.00	4.00	136,000.00	3.50	119,
23. Roadway Lighting	All Required			36,200.00		35,000.00		37,
SOUTH APPROACH:								
24. Shoring, Cribbing, Etc.	All Required			42,000.00		22,000.00		42,
25. Structural Excavation	900	Cu Yds	5.00	4,500.00	4.00	3,600.00	3.00	2,
26. Excavation Below Elevs. Shown	80	Cu Yds	10.00	800.00	10.00	800.00	10.00	
27. Furnish Untreated Timber Piling	1,800	Lin Ft	1.50	2,700.00	1.00	1,800.00	.65	1,
28. Furnish Treated Timber Piling	4,300	Lin Ft	1.50	6,450.00	1.50	6,450.00	1.45	6,
29. Drive Timber Piling	112	Only	40.00	4,480.00	50.00	5,600.00	50.00	5,
30. Seal Concrete	100	Cu Yds	30.00	3,000.00	30.00	3,000.00	31.50	3,
31. Class "A" Concrete	1,160	Cu Yds	75.00	87,000.00	100.00	116,000.00	100.00	116,
32 Metal Reinforcing	290,000	Lbs	.14	40,600.00	.15	43,500.00	.15	43,
33. Standard Metal Handrail	540	Lin Ft	10.00	5,400.00	12.00	6,480.00	11.00	5,
34. Concrete Slab Riprap	200	Sq Yds	9.00	1,800.00	15.00	3,000.00	8.00	1,
Totals				3,141,130.00		3,213,230.00		2,993,
Totals								
Remarks								

43,800.00		60,000.00		100,000.00		15,000.00		101,000.00		54,600.00
80,000.00		80,000.00		250,000.00		149,000.00		82,000.00		124,071.00
36,000.00		50,000.00		125,000.00		48,000.00		23,500.00		55,650.00
675,800.00		1,034,500.00		650,000.00		867,000.00		678,450.00		727,985.00
83,000.00		50,000.00		150,000.00		48,000.00		50,000.00		68,000.00
174,000.00		250,000.00		90,000.00		369,000.00		225,000.00		279,800.00
28,000.00		50,000.00		18,000.00		79,500.00		55,000.00		47,100.00
20,000.00		50,000.00		18,000.00		35,200.00		52,500.00		29,400.00
11,000.00		10,000.00		18,000.00		13,900.00		16,500.00		12,600.00
3,500.00		2,500.00		2,000.00		3,600.00		3,000.00		2,500.00
3,500.00		2,500.00		2,000.00		3,600.00		3,000.00		2,300.00
400,000.00		500,000.00		270,000.00		558,000.00		406,700.00		373,500.00
15,000.00		20,000.00		10,000.00		32,000.00		12,000.00		18,500.00
11,000.00		7,500.00		10,000.00		15,500.00		14,000.00		17,400.00
110,000.00		90,000.00		80,000.00		179,000.00		115,000.00		108,140.00
119,000.00	3.30	112,200.00	3.65	124,100.00	3.50	119,000.00	3.30	112,200.00	3.30	112,200.00
37,000.00		37,000.00		35,000.00		43,000.00		25,000.00		23,602.00
42,500.00		29,300.00		50,000.00		43,000.00		23,000.00		50,000.00
2,700.00	10.50	9,450.00	5.00	4,500.00	10.00	9,000.00	3.25	2,925.00	6.00	5,400.00
800.00	10.50	840.00	10.00	800.00	20.00	1,600.00	5.25	420.00	12.50	1,000.00
1,170.00	.65	1.170.00	1.15	2.070.00	1.00	1.800.00	.50	900.00	.60	1,080.00
6,235.00	1.60	6.880.00	1.60	6.880.00	2.00	8.600.00	1.00	4,300.00	1.00	4,300.00
5,600.00	85.00	9.520.00	60.00	6.720.00	40.00	4.480.00	100.00	11,200.00	50.00	5,600.00
3,150.00	37.00	3.700.00	30.00	3.000.00	38.00	3.800.00	30.00	3,000.00	40.00	4,000.00
116,000.00	78.00	90,480.00	80.00	92,800.00	125.00	145,000.00	90.00	104,400.00	100.00	116,000.00
43,500.00	.14	40.600.00	.115	33.350.00	.23	66.700.00	.12	34,800.00	.1212	35,148.00
5,940.00	10.50	5.670.00	8.50	4,590.00	30.00	16,200.00	14.00	7,560.00	12.00	6,480.00
1,600.00	8.00	1,600.00	8.00	1,600.00	10.00	2,000.00	9.00	1,800.00	20.00	4,000.00
2,993,995.00		4,035,410.00		3,371,410.00		3,982,980.00		3,222,655.00		3,346,222.00

[illegible]		100,000.00		15,000.00		101,000.00		54,600.00
80,000.00		250,000.00		149,000.00		82,000.00		124,071.00
50,000.00		125,000.00		48,000.00		23,500.00		55,650.00
34,500.00		650,000.00		867,000.00		678,450.00		727,985.00
0,000.00		150,000.00		48,000.00		50,000.00		68,000.00
0,000.00		90,000.00		369,000.00		225,000.00		279,800.00
0,000.00		18,000.00		79,500.00		55,000.00		47,100.00
0,000.00		18,000.00		35,200.00		52,500.00		29,400.00
10,000.00		18,000.00		13,900.00		16,500.00		12,600.00
2,500.00		2,000.00		3,600.00		3,000.00		2,500.00
2,500.00		2,000.00		3,600.00		3,000.00		2,300.00
0,000.00		270,000.00		558,000.00		406,700.00		373,500.00
0,000.00		10,000.00		32,000.00		12,000.00		18,500.00
7,500.00		10,000.00		15,500.00		14,000.00		17,400.00
0,000.00		80,000.00		179,000.00		115,000.00		108,140.00
2,200.00	3.65	124,100.00	3.50	119,000.00	3.30	112,200.00	3.30	112,200.00
7,000.00		35,000.00		43,000.00		25,000.00		23,602.00
9,300.00		50,000.00		43,000.00		23,000.00		50,000.00
,450.00	5.00	4,500.00	10.00	9,000.00	3.25	2,925.00	6.00	5,400.00
840.00	10.00	800.00	20.00	1,600.00	5.25	420.00	12.50	1,000.00
.170.00	1.15	2,070.00	1.00	1.800.00	.50	900.00	.60	1,080.00
.880.00	1.60	6.880.00	2.00	8,600.00	1.00	4,300.00	1.00	4,300.00
9,520.00	60.00	6,720.00	40.00	4,480.00	100.00	11,200.00	50.00	5,600.00
3.700.00	30.00	3.000.00	38.00	3,800.00	30.00	3,000.00	40.00	4,000.00
0,480.00	80.00	92,800.00	125.00	145,000.00	90.00	104,400.00	100.00	116,000.00
0,600.00	.115	33,350.00	.23	66,700.00	.12	34,800.00	.1212	35,148.00
5,670.00	8.50	4,590.00	30.00	16,200.00	14.00	7.560.00	12.00	6,480.00
.600.00	8.00	1,600.00	10.00	2,000.00	9.00	1,800.00	20.00	4,000.00
,410.00		3,371,410.00		3,982,980.00		3,222,655.00		3,346,222.00

insert

P- center

Expired service life

2 Spans 41/100 of 73,238	30,036
1 Pier 41/100 of 23 144	9489
Salvage steel 2 spans 1026.6 tons @ $20 per ton	20532
	$60,057

Interstate (East) Bridge
[illegible] 19 [illegible] Coop Work
Based on Low bid prices

#	Item	Total Work based on Low bid prices Unit Pr	Quan	Amt	Term Coop Work based on L.B. Pr. Quan.	Amt.		To O E
	CONTRACT							/
1	Alter Pier 4	LS	All Reqd	180000 -	All Reqd	180000 -		248
2	" " 6	"	" "	180000 -	" "	180000 -		234
3	" " 7	"	" "	180000 -	" "	180000		235
4	" " 8	"	" "	180000 -	" "	180000 -		233
5	" " 9	"	" "	178000 -	" "	178000 -		229
6	" " 10	"	" "	16400 -	" "	16400 -		10
7	Remove " 5	"	" "	43600 -	" "	43600 -		50
8	" spans 5 & 6	"	" "	80000 -	" "	80000 -		346
9	" " 14	"	" "	36000 -	-0-	-0-		17
10	Span 5/6 in place	"	" "	675800 -	All Reqd	675800 -		6523
11	Alter span 4	"	" "	83000 -	" "	83000 -		216
12	" " 7 & 8	"	" "	174000 -	" "	174000 -		934
13	" " 9	"	" "	28000 -	" "	28000 -		1
14	" " 10	"	" "	20000 -	" "	20000 -		2
15	" " 11	"	" "	11000 -	" "	11000 -		10
16	" " 12	"	" "	3500 -	" "	3500 -		1
17	" " 13	"	" "	3500 -	-0-	-0-		1
18	Elec & Mech Equip.	"	" "	400000 -	-0-	-0-		307
19	Bridge Bldgs	"	" "	15000 -	-0-	-0-		8
20	[illegible] Consm walkway		" "	11000 -	-0-	-0-		2
21	Maint Paint.	"	" "	110000 -	-0-	-0-		117
22	Riprap	350	34000	119000 -	17000	59500		1020
23	Roadway Lighting	L.S.	All Reqd	37000 -	-0-	-0-		400
24	S. Appr. Sh. & Crib	"	" "	42500 -	-0-	-0-		10
25	" " St. excav.	300	900 C.Y.	2700 -	-0-	-0-	5	4
26	" " Ex. below	10	80 C.Y.	800 -	-0-	-0-	5	4
27	" " [illegible] piling	65	1800 LFt	1170 -	-0-	-0-	1 -	18
28	" " Tr. " "	145	4300 LFt	6235. -	-0-	-0-	1.5	6
29	" " Dr. Piles	5000	112 Only	5600 -	-0-	-0-	40	4
30	" " Seal Conc	3150	100 CY.	3150 -	-0-	-0-	30	30
31	" " "A" Conc	100 -	1160 CY.	116000 -	-0-	-0-	80	928
32	" " Met. Reinf.	15	290,000#	43500 -	-0-	-0-	14	406
33	" " " Rail	11 -	540 LFt	5940 -	-0-	-0-	14 -	7
34	" " Con Slab riprap	8 -	200 SqYd.	1600 -	-0-	-0-	7.50	1
	S.T. Contract			2993995		2092800 -		2828
—	S.F. Misc Grading			2500 -		-0-		25

#	Item	Total Work based on Low bid prices Unit Pr	Quan	Amt	Total Coop Wor based on L.B. Pr. Quan.	Amt.	Tot O E
	CONTRACT						
1	Alter Pier 4	LS	All Reqd	180000-	All Reqd	180000-	248
2	" " 6	"	" "	180000-	" "	180000-	234
3	" " 7	"	" "	180000-	" "	180000	235
4	" " 8	"	" "	180000-	" "	180000-	233
5	" " 9	"	" "	178000-	" "	178000-	229
6	" " 10	"	" "	16400-	" "	16400-	10
7	Remove " 5	"	" "	43600-	" "	43600-	50
8	" Spans 5 & 6		" "	80000-	" "	80000-	34
9	" " 14	"	" "	36000-	—o—	—o—	17
10	Span 5/6 in place	"	" "	675800-	All Reqd	675800-	652
11	Alter span 4	"	" "	83000-	" "	83000-	21
12	" " 7 & 8	"	" "	174000-	" "	174000-	93
13	" " 9	"	" "	28000-	" "	28000-	1
14	" " 10	"	" "	20000-	" "	20000-	2
15	" " 11	"	" "	11000-	" "	11000-	10
16	" " 12	"	" "	3500-	" "	3500-	1
17	" " 13	"	" "	3500-	—o—	—o—	1
18	Erec & Maint Bri	"	" "	400000-	—o—	—o—	307
19	Bridge Bldgs	"	" "	15000-	—o—	—o—	8
20	Temp Constr Walkway		" "	11000-	—o—	—o—	2
21	Maint Paint.		" "	110000-	—o—	—o—	117
22	Riprap	350	34000	119000-	17000	59500	102
23	Roadway Lighting	LS	All Reqd	37000-	—o—	—o—	40
24	S. Appr Sh. & Crib	"	" "	42500-	—o—	—o—	10
25	" " St. excav.	300	900 C.Y.	2700-	—o—	—o—	5 4
26	" " Ex. below	10	80 C.Y.	800-	—o—	—o—	5
27	" " Tr. piling	65	1800 L.Ft	1170-	—o—	—o—	1- 1
28	" " Tr. " "	145	4300 L.Ft	6235-	—o—	—o—	1.50 6
29	" " Dr. Piles	5000	112 Only	5600-	—o—	—o—	40 4
30	" " Seal Conc	3150	100 C.Y.	3150-	—o—	—o—	30 3
31	" " "A" Conc	100-	1160 C.Y.	116000-	—o—	—o—	80 92
32	" " Met. Reinf	15	290,000#	43500-	—o—	—o—	14 40
33	" " " Rail	11-	540 L.Ft	5940-	—o—	—o—	14- 7
34	" " Con Slab riprap	8-	200 Sq.Yd.	1600-	—o—	—o—	7.50 1
	S.T. Contract			2993995		2092800-	2528
—	S.F. Misc Grading			2500-		—o—	2
	S.T. Constr			2996495-		2092800-	2831
	15% Eng & Conting			449474-		313920-	283
	Totals			3445969-		2,406720-	3114
	50% Fed coop					1,203360-	
	Less remaining life and salvage (see attached)					-60057-	
	Tot Fed coop					1,143,303-	

Tot Work Orig Est.	Tot Coop Work Orig. Est.
248748 -	248748
234108 -	234108
235942 -	235942
233032 -	233032
229272 -	229272
10727 -	10727
50000 -	50000
34667 -	34667
17333 -	-0-
652320 -	652320
21660 -	21660
93480 -	93480
1599 -	1599
2707 -	2707
10115 -	10115
1599 -	1599
1599 -	-0-
307259 -	-0-
8000 -	-0-
2500 -	-0-
117000 -	-0-
102000 -	102000
40000 -	-0-
10000 -	-0-
4500 -	-0-
400 -	-0-
1800 -	-0-
6450 -	-0-
4480 -	-0-
3000 -	-0-
92800 -	-0-
40600 -	-0-
7560 -	-0-
1500 -	-0-
2838757 -	2161976 -
2500	
2831257 -	
283125.70	
3114382.70	

[illegible] 10/25/47

For Federal Cooperation	
Tot Coop contract work	2092800 -
Fed share 50%	1046400 -
Fed coop on engr.	
1/2 ($\frac{2092800}{2993995}$ × 299649.50)	104877 -
Less credit on service lt on	
2 spans 41/100 × 73258	- 30036 - ①
1 pier 41/100 × 23144	- 9489 - ②
50% tare on 2 steel spans	
1026.6 tons @ $20	20532 - ③
Est total fed. coop	1091220 -

Orig Est on Fed Coop	
Tot coop contract work	2,161,976 -
Fed share 50%	1080988 -
[illegible] eng & conting	107588
Less 50% on riprap	- 51000
items 2 & 3 above	- 60057
	1,077519

FILING

April 4, 1958

Mr. Fred H. Paulus
Deputy Treasurer
101 State Capitol
Salem, Oregon

Dear Mr. Paulus:

Herewith copies of Notice of Bond Sale and Bond Resolution covering the second bond issue for the Vancouver Interstate Bridge over the Columbia River. This issue is in the amount of $5,200,000.

Bids will be opened at 10 a.m. Thursday, April 24, in the Governor's office at Olympia, Washington. I would be very grateful if you could accompany me to this bond opening so that we may have the benefit of your advice.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:fn

Encl.

cc Mr. W. C. Williams

NOTICE OF BOND SALE

STATE OF WASHINGTON
TOLL BRIDGE AUTHORITY

VANCOUVER-PORTLAND INTERSTATE TOLL BRIDGE FACILITY REVENUE BONDS
$5,200,000

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Washington Toll Bridge Authority at the office of the Governor in the Legislative Building, Olympia, Washington, until the hour of 10:00 o'clock A. M. Pacific Standard Time on the

24th DAY OF APRIL, 1958,

for the purchase of $5,200,000 par value of Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, 1958 (herein referred to as the "1958 Bonds") of the Authority, which bids will at once thereafter be publicly opened, read and considered at a meeting of the Authority to be held at the office of the Governor in the Legislative Building, Olympia, Washington.

The 1958 Bonds are part of an authorized issue of such toll bridge facility bonds in the total principal sum of $14,500,000, $9,300,000 of which have been heretofore issued under date of May 1, 1956 (herein called the "1956 Bonds"). Such 1958 Bonds shall rank *pari passu* with such 1956 Bonds and shall have an equal lien for the payment of the principal thereof and interest thereon upon the revenues derived from the tolls collected for the use and operation of the Vancouver-Portland Interstate Toll Bridge Facility with the 1956 Bonds.

The 1958 Bonds shall be coupon bonds, shall be dated May 1, 1958, shall be in denominations of $1,000 each, shall bear interest payable semiannually on the first days of May and November of each year, shall be registrable as to principal only, shall be payable both principal and interest at the main office of the Seattle-First National Bank in Seattle, Washington, Trustee, or, at the option of the holder, at the fiscal agency of the State of Washington in the City of New York, New York, and shall be numbered and mature in order of their number as follows:

Bond Nos.	Maturity Date	Amount
1-287	May 1, 1961	$ 287,000
288-585	May 1, 1962	298,000
586-893	May 1, 1963	308,000
894-1213	May 1, 1964	320,000
1214-1544	May 1, 1965	331,000
1545-1885	May 1, 1966	341,000
1886-2236	May 1, 1967	351,000
2237-2600	May 1, 1968	364,000
2601-5200	May 1, 1971	2,600,000

The Washington Toll Bridge Authority has covenanted and agreed that it will call for payment the following amounts of the term bonds numbered 2601 to 5200 inclusive, maturing on May 1, 1971, at the following times and prices, such bonds to be so called and retired each year to be determined by lot:

Date	Amount	Price
May 1, 1961	$197,000	$102.50 per $100 par value
May 1, 1962	204,000	102.00 per $100 par value
May 1, 1963	211,000	101.50 per $100 par value
May 1, 1964	219,000	101.00 per $100 par value
May 1, 1965	227,000	100.75 per $100 par value
May 1, 1966	235,000	100.50 per $100 par value
May 1, 1967	243,000	100.25 per $100 par value
May 1, 1968	252,000	Par
May 1, 1969	261,000	Par
May 1, 1970	270,000	Par
May 1, 1971	281,000	Par

The Washington Toll Bridge Authority has reserved the right to redeem any or all of the 1958 Bonds outstanding in inverse numerical order at the following times and prices:

On May 1 and November 1, 1961, at $102.50 per $100 par value

On May 1 and November 1, 1962, at $102.00 per $100 par value

On May 1 and November 1, 1963, at $101.50 per $100 par value

On May 1 and November 1, 1964, at $101.00 per $100 par value

On May 1 and November 1, 1965, at $100.75 per $100 par value

On May 1 and November 1, 1966, at $100.50 per $100 par value

On May 1 and November 1, 1967, at $100.25 per $100 par value

On May 1, 1968 and any interest payment date thereafter, at par; provided, however, that all the bonds numbered 2601 to 5200 inclusive, maturing May 1, 1971, must be redeemed and retired before any of the bonds numbered 1 to 2600 inclusive may be called for redemption ahead of their fixed maturities.

The Washington Toll Bridge Authority has irrevocably covenanted that the payment of the principal of, premium if required, and interest on all of such $14,500,000 of bonds is secured by a first, direct and exclusive lien and charge upon the tolls and other revenue of any nature whatsoever received from the use and operation as a single toll facility of the existing interstate bridge across the Columbia River between the cities of Portland, Oregon and Vancouver, Washington, as the same will be reconstructed, and the new multi-lane bridge constructed between such cities and adjacent to such existing bridge, subject only to charges upon such tolls and other revenue for the maintenance, operation and repairs of such two bridges, including the toll plaza and approaches thereto.

Further information regarding the past and present traffic on the existing bridge, the tolls to be charged, the estimated gross revenue of said two bridges as a single toll facility, the estimated expenses of maintenance, operation and repairs thereof, payments required to be made into the respective Bond Redemption Funds and Reserve Accounts to pay and secure the payment of the principal of and interest on the 1956 and 1958 Bonds, the use of surplus revenues to call such bonds, all covenants guaranteeing, securing and safeguarding the payment of the principal of and interest on all of said bonds, and the rights, duties and obligations of the Trustee for the same, will be found in the official statement adopted by the Washington Toll Bridge Authority on March ...., 1958 (which will contain complete copies of the respective combined bond resolutions and trust indentures), which will be furnished upon request made to D. B. Hedges, Executive Secretary, Washington Toll Bridge Authority, Transportation Building, Olympia, Washington.

No bid will be considered for less than 98% of the par value of the bonds, and no more than one rate of interest may be fixed for any one maturity. All bids submitted must fix one interest rate only for bonds numbered 2601 to 5200 inclusive, maturing on May 1, 1971, and must agree to pay accrued interest to date of delivery. No bid with an effective rate over the life of the bonds of more than 6% will be accepted, and no coupon rate may exceed 6% per annum.

The 1958 Bonds will be awarded to the bidder offering to purchase all of the same as provided herein at the lowest net interest cost to the Authority. Each bidder shall compute and state in his bid the net interest cost to the Authority that will result from his bid, and such net interest cost on the issue shall be considered as the sum of the total interest cost on the serial bonds numbered 1 to 2600 inclusive and the total interest cost on the term bonds numbered 2601 to 5200 inclusive, computed on the basis of the mandatory retirement schedule of such term bonds as hereinbefore set forth, but omitting the call premiums due thereunder, plus any discount or less any premium offered. Each bid shall also state the effective interest rate over the life of said bonds under the terms of the bid, based on the net interest cost to be computed as above required.

Each bidder shall seal his bid in an envelope with a good faith deposit in the form of a certified or cashier's check made payable to the Washington Toll Bridge Authority in the principal sum of at least 2% of the amount of his bid. Good faith checks of unsuccessful bidders will be returned when bids are evaluated, and that of the successful bidder, if any, will be retained for forfeit to the Toll Bridge Authority in the event said successful bidder shall fail or refuse to accept said bonds within forty days of the date of acceptance of his bid.

The Washington Toll Bridge Authority reserves the right to reject any and all bids and to waive any irregularities therein.

Printed bonds will be furnished by the Authority and, when executed, will be delivered to the purchaser as a whole in the City of New York, New York, or Chicago, Illinois.

The opinion of Preston, Thorgrimson & Horowitz, bond counsel of Seattle, Washington, approving the legality of the issuance of said bonds, will be furnished to the purchaser at the expense of the Authority.

WASHINGTON TOLL BRIDGE AUTHORITY
By D. B. HEDGES, Executive Secretary

STATE OF WASHINGTON

TOLL BRIDGE AUTHORITY

VANCOUVER-PORTLAND INTERSTATE TOLL BRIDGE FACILITY REVENUE BONDS

$5,200,000

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Washington Toll Bridge Authority at the office of the Governor in the Legislative Building, Olympia, Washington, until the hour of 10:00 o'clock A. M. Pacific Standard Time on the

24th DAY OF APRIL, 1958,

for the purchase of $5,200,000 par value of Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, 1958 (herein referred to as the "1958 Bonds") of the Authority, which bids will at once thereafter be publicly opened, read and considered at a meeting of the Authority to be held at the office of the Governor in the Legislative Building, Olympia, Washington.

The 1958 Bonds are part of an authorized issue of such toll bridge facility bonds in the total principal sum of $14,500,000, $9,300,000 of which have been heretofore issued under date of May 1, 1956 (herein called the "1956 Bonds"). Such 1958 Bonds shall rank *pari passu* with such 1956 Bonds and shall have an equal lien for the payment of the principal thereof and interest thereon upon the revenues derived from the tolls collected for the use and operation of the Vancouver-Portland Interstate Toll Bridge Facility with the 1956 Bonds.

The 1958 Bonds shall be coupon bonds, shall be dated May 1, 1958, shall be in denominations of $1,000 each, shall bear interest payable semiannually on the first days of May and November of each year, shall be registrable as to principal only, shall be payable both principal and interest at the main office of the Seattle-First National Bank in Seattle, Washington, Trustee, or, at the option of the holder, at the fiscal agency of the State of Washington in the City of New York, New York, and shall be numbered and mature in order of their number as follows:

Bond Nos.	**Maturity Date**	**Amount**
1-287	May 1, 1961	$ 287,000
288-585	May 1, 1962	298,000
586-893	May 1, 1963	308,000
894-1213	May 1, 1964	320,000
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1545-1885	May 1, 1966	341,000
1886-2236	May 1, 1967	351,000
2237-2600	May 1, 1968	364,000
2601-5200	May 1, 1971	2,600,000

The Washington Toll Bridge Authority has covenanted and agreed that it will call for payment the following amounts of the term bonds numbered 2601 to 5200 inclusive, maturing on May 1, 1971, at the following times and prices, such bonds to be so called and retired each year to be determined by lot:

Date	**Amount**	**Price**
May 1, 1961	$197,000	$102.50 per $100 par value
May 1, 1962	204,000	102.00 per $100 par value
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May 1, 1966	235,000	100.50 per $100 par value
May 1, 1967	243,000	100.25 per $100 par value
May 1, 1968	252,000	Par
May 1, 1969	261,000	Par
May 1, 1970	270,000	Par
May 1, 1971	281,000	Par

The Washington Toll Bridge Authority has reserved the right to redeem any or all of the 1958 Bonds outstanding in inverse numerical order at the following times and prices:

On May 1 and November 1, 1961, at $102.50 per $100 par value

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On May 1 and November 1, 1965, at $100.75 per $100 par value

On May 1 and November 1, 1966, at $100.50 per $100 par value

On May 1 and November 1, 1967, at $100.25 per $100 par value

On May 1, 1968 and any interest payment date thereafter, at par; provided, however, that all the bonds numbered 2601 to 5200 inclusive, maturing May 1, 1971, must be redeemed and retired before any of the bonds numbered 1 to 2600 inclusive may be called for redemption ahead of their fixed maturities.

The Washington Toll Bridge Authority has irrevocably covenanted that the payment of the principal of, premium if required, and interest on all of such $14,500,000 of bonds is secured by a first, direct and exclusive lien and charge upon the tolls and other revenue of any nature whatsoever received from the use and operation as a single toll facility of the existing interstate bridge across the Columbia River between the cities of Portland, Oregon and Vancouver, Washington, as the same will be reconstructed, and the new multi-lane bridge constructed between such cities and adjacent to such existing bridge, subject only to charges upon such tolls and other revenue for the maintenance, operation and repairs of such two bridges, including the toll plaza and approaches thereto.

Further information regarding the past and present traffic on the existing bridge, the tolls to be charged, the estimated gross revenue of said two bridges as a single toll facility, the estimated expenses of maintenance, operation and repairs thereof, payments required to be made into the respective Bond Redemption Funds and Reserve Accounts to pay and secure the payment of the principal of and interest on the 1956 and 1958 Bonds, the use of surplus revenues to call such bonds, all covenants guaranteeing, securing and safeguarding the payment of the principal of and interest on all of said bonds, and the rights, duties and obligations of the Trustee for the same, will be found in the official statement adopted by the Washington Toll Bridge Authority on March ...., 1958 (which will contain complete copies of the respective combined bond resolutions and trust indentures), which will be furnished upon request made to D. B. Hedges, Executive Secretary, Washington Toll Bridge Authority, Transportation Building, Olympia, Washington.

No bid will be considered for less than 98% of the par value of the bonds, and no more than one rate of interest may be fixed for any one maturity. All bids submitted must fix one interest rate only for bonds numbered 2601 to 5200 inclusive, maturing on May 1, 1971, and must agree to pay accrued interest to date of delivery. No bid with an effective rate over the life of the bonds of more than 6% will be accepted, and no coupon rate may exceed 6% per annum.

The 1958 Bonds will be awarded to the bidder offering to purchase all of the same as provided herein at the lowest net interest cost to the Authority. Each bidder shall compute and state in his bid the net interest cost to the Authority that will result from his bid, and such net interest cost on the issue shall be considered as the sum of the total interest cost on the serial bonds numbered 1 to 2600 inclusive and the total interest cost on the term bonds numbered 2601 to 5200 inclusive, computed on the basis of the mandatory retirement schedule of such term bonds as hereinbefore set forth, but omitting the call premiums due thereunder, plus any discount or less any premium offered. Each bid shall also state the effective interest rate over the life of said bonds under the terms of the bid, based on the net interest cost to be computed as above required.

Each bidder shall seal his bid in an envelope with a good faith deposit in the form of a certified or cashier's check made payable to the Washington Toll Bridge Authority in the principal sum of at least 2% of the amount of his bid. Good faith checks of unsuccessful bidders will be returned when bids are evaluated, and that of the successful bidder, if any, will be retained for forfeit to the Toll Bridge Authority in the event said successful bidder shall fail or refuse to accept said bonds within forty days of the date of acceptance of his bid.

The Washington Toll Bridge Authority reserves the right to reject any and all bids and to waive any irregularities therein.

Printed bonds will be furnished by the Authority and, when executed, will be delivered to the purchaser as a whole in the City of New York, New York, or Chicago, Illinois.

The opinion of Preston, Thorgrimson & Horowitz, bond counsel of Seattle, Washington, approving the legality of the issuance of said bonds, will be furnished to the purchaser at the expense of the Authority.

WASHINGTON TOLL BRIDGE AUTHORITY
By D. B. HEDGES, Executive Secretary

(FORM OF BID)

April 24, 1958

WASHINGTON TOLL BRIDGE AUTHORITY
Olympia, Washington

Gentlemen:

For all of your $5,200,000 Washington Toll Bridge Authority Vancouver-Portland Interstate Bridge Facility Revenue Bonds, 1958 as authorized in your Resolution No. 331 passed March 26, 1958 and as described in your Notice of Sale, copy of which is on the reverse side hereof, and subject to all the terms thereof:

We will pay you $.................................... for each $100 par value thereof and accrued interest for bonds of each maturity bearing interest as follows:

Amount	*Maturity*	*Coupon*
$287,000	May 1, 1961	....................%
298,000	May 1, 1962	....................%
308,000	May 1, 1963	....................%
320,000	May 1, 1964	....................%
331,000	May 1, 1965	....................%
341,000	May 1, 1966	....................%
351,000	May 1, 1967	....................%
364,000	May 1, 1968	....................%
2,600,000	May 1, 1971	....................%

As evidence of good faith, we enclose a certified or cashier's check in the amount of at least 2% of the amount of our bid.

Respectfully submitted,

Name..
Principal Underwriter

Address..

City...

By...

....Officer

According to our calculation:

The total interest cost on the serial bonds is ....
The interest cost on the term bonds is..... ....
Total interest cost ....
Less Premium........... ....
Plus discount.............................. ....
Net interest cost........................... ....

Effective interest rate..................... ....

Good faith check returned and receipt
thereof acknowledged:

Signed..

Albert D. Rosellini, Governor
Chairman of Authority
Cliff Yelle, State Auditor
Francis Pearson, Chairman
Public Service Commission
Ernest A. Cowell, Chairman
State Highway Commission
Lloyd K. Nelson, Director
Department of General Administration

STATE OF WASHINGTON

W. A. Bugge, Director of Highways
Ex Officio Member
D. B. Hedges
Executive Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

March 28, 1958

The Bond Buyer
67 Pearl Street
New York 4, New York

C O P Y

Re: Vancouver-Portland Interstate Toll Bridge

Gentlemen:

Enclosed herewith please find copy of Notice of Bond Sale of $5,200,000.00 Washington Toll Bridge Authority, Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, 1958.

The bond resolution requires that this notice be published at least once a week for two consecutive weeks and we would like the first publication to be on Tuesday, April 8, 1958 and the second and last publication to be on April 15, 1958. Please confirm by return mail that you have received this copy of the Notice, together with a statement that said Notice will be published on the above specified dates. When the publication has been completed, please send us eight affidavits of publication.

We are attaching hereto voucher form in triplicate covering publication in your journal of this notice. When the subject voucher has been completed and properly signed, please return same to this office where it will be placed in line for payment.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

DBH:hm
Att.
cc: Seattle-First Natl. Bank
Mr. Richard Thorgrimson
Oregon State Highway Dept.
Mr. Stanton P. Sender

ALBERT D. ROSELLINI, Governor
Chairman of Authority

CLIFF YELLE, State Auditor

FRANCIS PEARSON, Chairman
Public Service Commission

ERNEST A. COWELL, Chairman
State Highway Commission

LLOYD K. NELSON, Director
Department of General Administration

STATE OF WASHINGTON

W. A. BUGGE, Director of Highways
Ex Officio Member

D. B. HEDGES
Executive Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

March 28, 1958

COPY

Daily Journal of Commerce
83 Columbia Street
Seattle 4, Washington

Re: Vancouver-Portland Interstate Toll Bridge

Gentlemen:

Enclosed herewith please find copy of Notice of Bond Sale of $5,200,000.00 Washington Toll Bridge Authority, Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, 1958.

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WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

DBH:hm
Att.
cc: Seattle-First National Bank
Mr. Richard Thorgrimson
Oregon State Highway Dept.
Mr. Stanton P. Sender

ALBERT D. ROSELLINI, Governor
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LLOYD K. NELSON, Director
Department of General Administration

STATE OF WASHINGTON

1889

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

W. A. BUGGE, Director of Highways
Ex Officio Member
D. B. HEDGES
Executive Secretary of Authority

March 28, 1958

COPY

The Wall Street Journal
711 West Monroe
Chicago 6, Illinois

Re: Vancouver-Portland Interstate
Toll Bridge

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Executive Secretary

DBH:hm
Att.
cc: Seattle-First National Bank
Mr. Richard Thorgrimson
Oregon State Highway Dept.
Mr. Stanton P. Sender

NOTICE OF BOND SALE

STATE OF WASHINGTON
TOLL BRIDGE AUTHORITY

VANCOUVER-PORTLAND INTERSTATE
TOLL BRIDGE FACILITY REVENUE BONDS
$5,200,000

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24TH DAY OF APRIL, 1958,

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The Washington Toll Bridge Authority has reserved the right to redeem any or all of the 1958 Bonds outstanding in inverse numerical order at the following times and prices:

On May 1 and November 1, 1961, at $102.50 per $100 par value
On May 1 and November 1, 1962, at $102.00 per $100 par value
On May 1 and November 1, 1963, at $101.50 per $100 par value
On May 1 and November 1, 1964, at $101.00 per $100 par value
On May 1 and November 1, 1965, at $100.75 per $100 par value
On May 1 and November 1, 1966, at $100.50 per $100 par value
On May 1 and November 1, 1967, at $100.25 per $100 par value
On May 1, 1968 and any interest payment date thereafter, at par;

provided, however, that all the bonds numbered 2601 to 5200 inclusive, maturing May 1, 1971, must be redeemed and retired before any of the bonds numbered 1 to 2600 inclusive may be called for redemption ahead of their fixed maturities.

The Washington Toll Bridge Authority has irrevocably covenanted that the payment of the principal of, premium if required, and interest on all of such $14,500,000 of bonds is secured by a first, direct and exclusive lien and charge upon the tolls and other revenue of any nature whatsoever received from the use and operation as a single toll facility of the existing interstate bridge across the Columbia River between the cities of Portland, Oregon and Vancouver, Washington, as the same will be reconstructed, and the new multi-lane bridge constructed between such cities and adjacent to such existing bridge, subject only to charges upon such tolls and other revenue for the maintenance, operation and repairs of such two bridges, including the toll plaza and approaches thereto.

Further information regarding the past and present traffic on the existing bridge, the tolls to be charged, the estimated gross revenue of said two bridges as a single toll facility, the estimated expenses of maintenance, operation and repairs thereof, payments required to be made into the respective Bond Redemption Funds and Reserve Accounts to pay and secure the payment of the principal of and interest on the 1956 and 1958 Bonds, the use of surplus revenues to call such bonds, all covenants guaranteeing, securing and safeguarding the payment of the principal of and interest on all of said bonds, and the rights, duties and obligations of the Trustee for the same, will be found in the official statement adopted by the Washington Toll Bridge Authority on March 26, 1958 (which will contain complete copies of the respective combined bond resolutions and trust indentures), which will be furnished upon request made to D. B. Hedges, Executive Secretary, Washington Toll

Bridge Authority, Transportation Building, Olympia, Washington.

No bid will be considered for less than 98% of the par value of the bonds, and no more than one rate of interest may be fixed for any one maturity. All bids submitted must fix one interest rate only for bonds numbered 2601 to 5200 inclusive, maturing on May 1, 1971, and must agree to pay accrued interest to date of delivery. No bid with an effective rate over the life of the bonds of more than 6% will be accepted, and no coupon rate may exceed 6% per annum.

The 1958 Bonds will be awarded to the bidder offering to purchase all of the same as provided herein at the lowest net interest cost to the Authority. Each bidder shall compute and state in his bid the net interest cost to the Authority that will result from his bid, and such net interest cost on the issue shall be considered as the sum of the total interest cost on the serial bonds numbered 1 to 2600 inclusive and the total interest cost on the term bonds numbered 2601 to 5200 inclusive, computed on the basis of the mandatory retirement schedule of such term bonds as hereinbefore set forth, but omitting the call premiums due thereunder, plus any discount or less any premium offered. Each bid shall also state the effective interest rate over the life of said bonds under the terms of the bid, based on the net interest cost to be computed as above required.

Each bidder shall seal his bid in an envelope with a good faith deposit in the form of a certified or cashier's check made payable to the Washington Toll Bridge Authority in the principal sum of at least 2% of the amount of his bid. Good faith checks of unsuccessful bidders will be returned when bids are evaluated, and that of the successful bidder, if any, will be retained for forfeit to the Toll Bridge Authority in the event said successful bidder shall fail or refuse to accept said bonds within forty days of the date of acceptance of his bid.

The Washington Toll Bridge Authority reserves the right to reject any and all bids and to waive any irregularities therein.

Printed bonds will be furnished by the Authority and, when executed, will be delivered to the purchaser as a whole in the City of New York, New York, or Chicago, Illinois.

The opinion of Preston, Thorgrimson & Horowitz, bond counsel of Seattle, Washington, approving the legality of the issuance of said bonds, will be furnished to the purchaser at the expense of the Authority.

WASHINGTON TOLL BRIDGE AUTHORITY
By D. B. HEDGES, Executive Secretary

VED
1958
FILING

March 26, 1958

Mr. Val G. Rinehart
Assistant Engineer
Plans & Contracts
Department of Highways
Transportation Building
Olympia, Washington

Dear Sir:

Attached is a complete list of contractors who hold bidding plans for the Interstate Bridge (East) between Portland and Vancouver.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

FAQ:fp

tnomah

Portland-Vancouver Interstate (ast) Bridge

Guy F. Atkinson Co., Portland, Oreg. and
San Francisco, Calif.
Bethlehem Pacific Coast Steel Corp., Seattle, Wn.;
Portland, Oreg.; and Bethlehem, Pa.
Condon-Cunningham, Inc., Omaha, Nebraska
J. N. Conley, Portland
Echleay Corp., Pittsburg, Pennsylvania
Fred J. Early, Jr. Co., Inc., San Francisco, Calif.
Fruin-Colnon Contracting Co., Burlingame, Calif. and
San Francisco, Calif.
Ben C. Gerwick, Inc., San Francisco, Calif.
General Const. Co., Portland
Hansen & Parr, Spokane, Wn.
Hoffman Const. Co., Portland
Lee Hoffman, Beaverton
Carl M. Halvorson, Inc., Portland
Independent Iron Works, Oakland, Calif.
Judson Pacific-Murphy Corp., Emeryville, Calif.
Peter Kiewit Sons' Co., Vancouver, Wn.
Kansas City Bridge Co., Kansas City, Mo.
Manson Const. & Engineering Co., Newberg
Macco Corp., Paramount, Calif.
Alton V. Phillips Co., Seattle, Wn.
The Steel Const. Co. of Oregon, Portland
C. J. Montag & Sons, Portland

P

RECEIVED
MAR 2
FOR
7771-624
5205

STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES
ALBERT D. ROSELLINI, GOVERNOR
P. M. O'BRIEN, DIRECTOR
DIVISION OF INDUSTRIAL RELATIONS
J. L. DI JULIO, SUPERVISOR
305 HARRISON STREET
SEATTLE 9, WASHINGTON

March 19, 1958

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Attention: G. S. Paxson
Assistant State Highway Engineer

Gentlemen:

Please accept our apologies for the delay in acknowledging your letter of March 4, 1958, it was not through wilful neglect but we have had a siege of illness in the Department and have been running short-handed consequently have gotten behind in all our work.

We wish to thank you for your kindness in advising us that the labor rates on the Interstate Bridge, which we referred to in our letter to Mr. George R. Purvis of the Teamsters' Local Union No. 501 in Vancouver, Washington, have been corrected. Thank you for your cooperation.

Sincerely yours,

Edith L. Norman
Edith L. Norman
Industrial Statistician

RECEIVED
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

ALBERT D. ROSELLINI, Governor
Chairman of Authority
CLIFF YELLE, State Auditor
FRANCIS PEARSON, Chairman
Public Service Commission
ERNEST A. COWELL, Chairman
State Highway Commission
LLOYD K. NELSON, Director
Department of General Administration

STATE OF WASHINGTON

1889

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

W. A. BUGGE, Director of Highways
Ex Officio Member
D. B. HEDGES
Executive Secretary of Authority

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APR [illegible]
FOR FILING
7921-534
5305

R

March 17, 1958

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Glen Paxson

Gentlemen:

I recently forwarded for your review copy of the proposed resolution for the issuance of bonds by the Washington Toll Bridge Authority for financing the reconstruction of the existing Vancouver-Portland Bridge. Bond counsel has now redrafted Page 20 dealing specifically with Section 10. It is respectfully requested that you substitute the attached new Page 20 for the old one in your copy.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

D B Hedges

By: D. B. HEDGES
Executive Secretary

DBH:hm
Att.

Redrafted page 20 attached to original resolution

RECEIVED
MAR 18 [illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED
H. B. G[illegible]

STATE OF OREGON)
) ss
COUNTY OF MARION)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached excerpt from the minutes of the meeting of the Oregon State Highway Commission of March 27, 1958, entered in Volume XLII of the minute book, pertaining to the receiving of bids for reconstruction of the Portland, Oregon, - Vancouver, Washington, (East) Interstate Bridge, and the approval of the form of resolution, bond and notice of sale covering the sale by the Washington Toll Bridge Authority of the remainder of the Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, amounting to $5, 200, 000, has been compared by me with the original and that the same is a true and correct copy of said portion of the minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official sale of the Oregon State Highway Commission this 23rd day of April, 1958.

HB Glaisyer

Secretary
OREGON STATE HIGHWAY COMM.

Portland, Oregon
March 27, 1958

The Oregon State Highway Commission met in regular session at 9:00 a.m. in the Queens Room of the Imperial Hotel. Present were:

Chas. H. Reynolds, Chairman
M. K. McIver, Commissioner
Robert B. Chessman, Commissioner
W. C. Williams, State Highway Engineer
Forrest Cooper, Deputy State Highway Engineer
G. S. Paxson, Assistant State Highway Engineer
P. M. Stephenson, Assistant State Highway Engineer
L. I. Lindas, Chief Counsel
George E. Rohde, Assistant Counsel
R. L. Porter, Right of Way Engineer
C. H. Armstrong, Parks Superintendent
C. H. Maison, Auditor
H. B. Glaisyer, Secretary

Also present were Mr. Darrell Hedges, Secretary and Mr. Herbert Higgins, Engineer, representing the Washington Toll Bridge Authority, and Mr. Richard Thorgrimson, Attorney, representing Preston, Thorgrimson and Horowitz, Seattle, Bond Counsel for the Washington Toll Bridge Authority.

Bids as follows for highway construction were opened and read aloud by the Secretary of the Oregon Highway Commission who then stated that the Commission would announce awards of contracts at 4:30 p.m. in the same room:

****

MULTNOMAH COUNTY, OREGON
CLARK COUNTY, WASHINGTON

PORTLAND, OREGON, -VANCOUVER, WASHINGTON, INTERSTATE (EAST) BRIDGE OVER COLUMBIA RIVER ON PACIFIC HIGHWAY

General Construction Company, Portland	$2,993,995.00
Peter Kiewit Sons' Co., Vancouver, Washington	3,141,130.00
Manson Construction & Engineering Co., Seattle, Wn.	3,213,230.00
Macco Corporation, Paramount, California	3,222,655.00
Judson Pacific Murphy Corp., Emeryville, California	3,346,222.00
Phillips-Erickson, Seattle, Washington	3,371,410.00
Eichleay Corporation, Santa Clara, California	3,982,980.00
Kansas City Bridge Co., Kansas City, Missouri	4,035,410.00

****

The Chief Counsel called to the attention of the Commission an item that appears on the agenda, concerning the issuance and sale by the Washington Toll Bridge Authority of the remainder of the Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds in the principal sum of $5,200,000 out of the $14,500,000 of such bonds provided for by agreement dated April 27, 1955, between Oregon State Highway Commission, Washington State Highway Commission and Washington Toll Bridge Authority and originally authorized by Resolution No. 312 of the Authority. The Chief Counsel explained that the sale of these bonds is for the purpose of providing funds to pay the cost of part of the proposed improvements, and incidental expenses, for which said $14,500,000 of bonds were authorized, particularly to finance the reconstruction of the existing bridge over the Columbia River.

He introduced Mr. Darrell Hedges, Secretary of Washington Toll Bridge Authority, Mr. Herbert Higgins, Engineer of such Authority, and Mr. Richard Thorgrimson of the firm of Preston, Thorgrimson and Horowitz of Seattle, bond counsel for the Authority, who were present. At his request Mr. Thorgrimson explained the terms and provisions of the resolution adopted by the Authority for the issuance and sale of the bonds. The Chief Counsel (Mr. Lindas) then advised that the resolution, which incorporates the form of bond, has been studied and found to be in proper legal form. Based upon such study and upon opinion of bond counsel as to the validity thereof, he recommended approval by the Oregon Highway Commission of the form of Resolution, Notice of Sale and the Bond as presented.

Commissioner McIver moved that the same be approved and Commissioner Chessman seconded the motion. Thereupon, the Commission voted unanimously to approve the form of said Resolution, the Bond incorporated therein and the Notice of Sale, and directed the Secretary to retain a copy of the same in the official records of the Commission.

Since the Washington Toll Bridge Authority plans to receive bids for the sale of the bonds on April 24, 1958, and, since under the agreement between the parties a bid will be accepted only if satisfactory to both the Commission and the Authority, the State Highway Engineer was authorized to advise the Authority as to whether or not any bid submitted for the sale of the bonds is satisfactory to the Oregon Highway Commission.

****

The meeting recessed for luncheon at 12:00 noon and reconvened at 2:00 p.m. with the same persons present and participating.

****

At 4:00 P.M. the Commission discussed with the Engineer the bids received during the morning session for reconstructing the existing bridge over the Columbia River between Portland, Oregon, and Vancouver, Washington, and other projects. Concerning the Columbia River Bridge Project the Engineer stated that the bid submitted by General Construction Company, Portland, at $2,993,995.00 was the low bid received for this undertaking. He recommended acceptance of such bid. As a result of the discussion that followed the Commission expressed the feeling that the bid of General Construction Company in the amount of $2, 993, 995. 00 should be accepted as recommended by the Engineer and that the contract for construction of the bridge should be awarded to said company if the Washington Toll Bridge Authority and the Washington State Highway Commission will concur.

At 4:30 P. M. Commissioner McIver publicly announced the awards of contracts as follows:

****

"Reconstruction of the existing bridge over the Columbia River between Portland, Oregon, and Vancouver, Washington. The Commission elects to accept the bid of General Construction Company in the sum of $2, 993, 995. 00, and the State Highway Engineer is directed to award the contract to said bidder as soon as concurrence of the Washington Toll Bridge Authority and Washington State Highway Department is received.

****

The meeting adjourned at 5:15 P. M. to reconvene in the same room at 9:00 A. M. on the following day.

Oregon State Highway Commission Meeting
March 27, 1958
Record 1-1

Agenda Item 2-h - Washington Toll Bridge Authority

LINDAS: I'd like the Commission at this time to consider out of turn if they would Item 2-h of the Agenda which is a matter of considering the sale by the Washington Toll Bridge Authority of bonds to finance construction of the existing bridge over the Columbia River. Representing the Washington Toll Bridge Authority, on my left is Mr. Darrell Hedges; with him is Mr. Richard Thorgrimson of the firm of Preston, Thorgrimson and Horwich who are the bond counsel and next to him is Mr. Higgins of the engineering department of the Toll Bridge Authority. And at this time I'd like to have address you Mr. Thorgrimson who will give you his opinion of the notice of the bond sale and resolution that has been adopted by the Toll Bridge Authority for the purpose of the sale of the bonds.

REYNOLDS: Most happy to have you gentlemen with us too, today.

THORGRIMSON: Thank you. The resolution which Mr. Lindas spoke is a resolution adopted by the Washington Toll Bridge Authority to provide for the issuance and sale of the remaining $5,200,000 of bonds that were originally authorized in the sum of fourteen five for the entire Vancouver-Portland Toll Bridge project. This particular resolution follows exactly the pattern set for the first series of bonds which were sold approximately two years ago, in that the bonds are all on a parity, have (can't understand) bridges. They are set up on the same basis on part of the bonds being what we call serial bonds maturing in various amounts from ~~about~~ 1961 to 1968 and part of the bonds (can't understand) maturing in 1971, called ~~long~~ term bonds. However, those term bonds, there is a mandatory (background noise) of those bonds (can't understand) also starting in 1956 that they must (can't understand) in 1957. All of the bonds are callable starting with 1961 but the term bonds have to be called first.

They can't all be retired on the 1961 if the situation would so permit. This is exactly the same setup as we used for the first nine million three hundred thousand of bonds, gentlemen, and it was really set this way first because of the substantial amount of revenue which considered would beavailable for (can't understand) service but also to meet market conditions. The advisors to the Toll Bridge Authority in the selling of this issue or this series felt that the same setup should be followed. The rest of the covenants are really the basic covenants that were adopted in the first resolution for the first issue, no changes of any kind. The sale date has been set for April 24 in Olympia. The Notice of Sale has been prepared. The official statement has been prepared. They both are in the process of being printed for dissemination to investment bankers throughout the country. I don't remember the publication exactly, the publication of Notice of Sale,

Eighth and fifteenth.

THORGRIMSON: Eighth and fifteenth of April. In other words we're all ready to go. It's just a question now of waiting for the sale of date. If any of you have any questions on the resolution or would like me to explain anything or go over it ~~some~~ in more detail, I'd be very glad to do so.

REYNOLDS: Do you have something, Mr. Lindas, at all?

LINDAS: No. No, I just might state that Mr. Rhode and myself have gone over the notice of the bond sale and the resolution and we find it in order. The reason the matter is being brought to your attention today is by virtue of the agreement between the states that it is necessary for the Commission to approve the Notice of the bond sale and the resolution and we would so recommend it.

REYNOLDS: Any questions?

MCIVER: I move it be approved.

REYNOLDS: It's been moved and seconded that it be approved. Unanimously carried.

LINDAS: Do you want us to send you a copy of this (can't understand)

THORGRIMSON: If you will, please, since the (can't understand) copy for our official records --

THORGRIMSON: I would like - Mr. Glaisyer, could I have about four certified excerpts of --

GLAISYER:: Yes, indeed.

THORGRIMSON: Just of the minutes. I mean excerpts of these minutes.

GLAISYER: Yes, indeed.

THORGRIMSON: Thank you very much.

REYNOLDS: Well, thank you very much for coming. Glad to see you again.

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LEGAL DEPT.

FORM 230—50M—6-56—[illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 11, 1958

SUBJECT: Portland-Vancouver
Interstate Bridge

To: Mr. Leonard I. Lindas

REFERRED 3-11-58
TO Rohde
FOR Examination + Report.
LEONARD I. LINDAS

Herewith a letter from the Washington Toll Bridge Authority together with copy of the proposed Notice of Bond Sale and Resolution for the second and final issue of bonds for the Portland-Vancouver Interstate Bridge. You will note that they ask as early advice as to approval as possible in order that the advertisement may be issued.

G S Paxson
G. S. Paxson

GSP:gm
Attachs.
cc Mr. W. C. Williams

ALBERT D. ROSELLINI, Governor
Chairman of Authority
CLIFF YELLE, State Auditor
FRANCIS PEARSON, Chairman
Public Service Commission
ERNEST A. COWELL, Chairman
State Highway Commission
LLOYD K. NELSON, Director
Department of General Administration

STATE OF WASHINGTON

THE SEAL OF THE STATE OF WASHINGTON 1889

W. A. BUGGE, Director of Highways
Ex Officio Member
D. B. HEDGES
Executive Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

March 10, 1958

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Glen Paxson

Gentlemen:

Opinion: Bonds
3rd Revenue Bond Issue

I am transmitting herewith copy of proposed resolution governing the issuance of the remaining $5,200,000.00 of bonds to be issued by the Authority in connection with the Vancouver-Portland Interstate Toll Bridge project. It is respectfully requested that you refer this resolution to your legal division for their review. I would like to place this resolution before the Authority for its adoption within the next few days; therefore, I would appreciate your early review in order that we may be appraised of any suggestions or comments which you may wish to have incorporated in the resolution. Please be assured this matter will not be placed before the Authority for formal action until such time as we have heard from you regarding it.

I am hopeful that I can have a copy of the proposed Official Statement to submit to you for your review within the next few days and it is my desire to submit the resolution and the Official Statement to the Authority for its formal action at the earliest possible moment in order that we may proceed with the printing of the documents which will enable us to advertise the Notice of Bond Sale subsequent to the opening of the construction bids on the 27th of March.

Likewise I am transmitting herewith copy of proposed Notice of Bond Sale for the subject facility. Please recognize that the Notice of Bond Sale and the resolution transmitted herewith have just been received from our bond counsel and have not been reviewed by this office; therefore, they are subject to changes and modifications as may be determined necessary.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

RECEIVED
MAR 11 1958
OREGON
STATE HIGHWAY COMMISSION

DBH:hm
Att.

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FOR FILING
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[illegible]

File.

Charge to the account of Oregon State Highway Department $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

A. N. WILLIAMS
PRESIDENT

1211

CHECK
ACCOUNTING INFORMATION
TIME FILED

Send the following telegram, subject to the terms on back hereof, which are hereby agreed to

March 14, 1958

Mr. C. M. Zerr
Union Wire Rope Corporation
Kansas City, Missouri

Re your wire March 13 testing machine will take closed sockets. Three specimens may have standard closed sockets on both ends. Other three specimens shall be fitted with existing sockets using one open and one closed socket per specimen.

Files cc Bridge Dept.

G. S. Paxson
Assistant State Highway Engineer

COUNTERWEIGHT ROPES TO BE 10 FT. CENTER TO CENTER OF PINS INDICATING THE USE OF STANDARD OPEN SOCKETS. PLEASE ADVISE IF A STANDARD CLOSED SOCKET WILL FIT IN YOUR TESTING MACHINE AND BE ACCEPTABLE ON THIS BID=

UNION WIRE ROPE CORP C M ZERR=

=52 10=

copy made for Bridge Dept

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

FOR FILING

227-5-1

[illegible]

File.

Charge to the account of Oregon State Highway Department $

CLASS OF SERVICE DESIRED			
DOMESTIC		CABLE	
TELEGRAM	X	ORDINARY	
DAY LETTER		URGENT RATE	
SERIAL		DEFERRED	
NIGHT LETTER		NIGHT LETTER	

Patrons should check class of service desired; otherwise the message will be transmitted as a telegram or ordinary cablegram.

WESTERN UNION

1211

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PRESIDENT

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Files cc Bridge Dept.

G. S. Paxson
Assistant State Highway Engineer

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION

TELEGRAM

W. P. MARSHALL, PRESIDENT

1201

DL=Day Let
NL=Night Letter
LT=International Letter Telegram

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA157 KB266 (24).

K LLM150 PD AR=WUX KANSAS CITY MO 13 459PMC=

1958 MAR 13 PM 3 48

STATE OF OREGON, ATTN G S PAXSON=
STATE HIGHWAY DEPT SALEM ORG=

RE COLUMBIA RIVER BRIDGE INTERSTATE HIGHWAY SPECIFICATIONS. PAGE 52 CALLS FOR TEST SPECIMENS OF COUNTERWEIGHT ROPES TO BE 10 FT. CENTER TO CENTER OF PINS INDICATING THE USE OF STANDARD OPEN SOCKETS. PLEASE ADVISE IF A STANDARD CLOSED SOCKET WILL FIT IN YOUR TESTING MACHINE AND BE ACCEPTABLE ON THIS BID=

UNION WIRE ROPE CORP C M ZERR=

NOTED
[illegible]

=52 10=

copy made for Bridge Dept.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
MAR 24 1958
FOR FILING

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[illegible]

Salem, Oregon
March 11, 1958

Portland-Vancouver
Interstate Bridge

Mr. Leonard I. Lindas

Herewith a letter from the Washington Toll Bridge Authority together with copy of the proposed Notice of Bond Sale and Resolution for the second and final issue of bonds for the Portland-Vancouver Interstate Bridge. You will note that they ask as early advice as to approval as possible in order that the advertisement may be issued.

G. S. Paxson

GSP:gm
Attachs.
cc Mr. W. C. Williams

Albert D. Rosellini, Governor
Chairman of Authority

Cliff Yelle, State Auditor

Francis Pearson, Chairman
Public Service Commission

Robert A. Cowles, Chairman
State Highway Commission

Lloyd K. Nelson, Director
Department of General Administration

STATE OF WASHINGTON

W. A. Bugge, Director of Highways
Ex Officio Member

D. B. Hedges
Executive Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

March 10, 1958

Oregon State Highway Department
Salem, Oregon

Attention: Mr. Glen Paxson

Gentlemen:

I am transmitting herewith copy of proposed resolution governing the issuance of the remaining $5,200,000.00 of bonds to be issued by the Authority in connection with the Vancouver-Portland Interstate Toll Bridge project. It is respectfully requested that you refer this resolution to your legal division for their review. I would like to place this resolution before the Authority for its adoption within the next few days; therefore, I would appreciate your early review in order that we may be appraised of any suggestions or comments which you may wish to have incorporated in the resolution. Please be assured this matter will not be placed before the Authority for formal action until such time as we have heard from you regarding it.

I am hopeful that I can have a copy of the proposed Official Statement to submit to you for your review within the next few days and it is my desire to submit the resolution and the Official Statement to the Authority for its formal action at the earliest possible moment in order that we may proceed with the printing of the documents which will enable us to advertise the Notice of Bond Sale subsequent to the opening of the construction bids on the 27th of March.

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Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

DBH:hm
[illegible]

RT HP 2-13-58 10

RESOLUTION NO. _______

A RESOLUTION of the Washington Toll Bridge Authority authorizing the issuance of Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds in the principal sum of $5,200,000 out of the $14,500,000 of such bonds authorized by Resolution No. 312 of the Authority, for the purpose of providing funds to pay the cost of part of the improvements, and incidental expenses, for which said $14,500,000 of bonds were authorized.

WHEREAS, the Washington Toll Bridge Authority is a legally constituted public agency of the State of Washington, deriving its powers from Chapter 173, Laws of 1937 of the State of Washington, as amended, and Chapter 132, Laws of 1953 of the State of Washington as amended by Chapter 152, Laws of 1955 of the State of Washington; and

WHEREAS, the Authority has determined, in conjunction with the States of Oregon and Washington acting by and through their respective State Highway Commissions, that public interest and necessity require the construction of a new multi-lane drawbridge, including approaches thereto, across the Columbia River adjacent to the existing interstate bridge between Vancouver, Washington and Portland, Oregon, the reconstruction and alteration of such existing interstate bridge to bring it to the same deck level as such new bridge, the construction and equipping of a toll plaza, the construction of and provision for better or additional approaches to said existing bridge, and the doing of all other work incidental to and necessary for the construction and operation of such bridges as a single toll facility and as a part of the public highways; and

WHEREAS, the sum of $14,500,000 was estimated in Resolution No. 312 of the Authority, adopted March 6, 1956, to be the amount required to pay all of the costs of such improvements and facilities, which resolution authorized that revenue bonds of the Authority in the total principal sum of not to exceed $14,500,000 payable out of the revenues to be derived from the tolls collected for the use and operation of both such bridges as a single toll facility be issued and sold to provide the money necessary for said purposes; and

4 WHEREAS, pursuant to said Resolution No. 312 Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds of the Authority in the total principal sum of $9,300,000 have been heretofore issued under date of May 1, 1956 to provide funds to carry out part of said purposes and to pay certain incidental costs, and it is deemed necessary that the remaining $5,200,000 of such bonds so authorized be now issued and sold to provide the balance of the funds necessary to complete the carrying out of said purposes and the payment of all costs incidental thereto; and

5 WHEREAS, said Resolution No. 312 provided that all of such authorized $14,500,000 of bonds if, as, and when issued, should rank pari passu with each other and should have an equal lien for the payment of the principal thereof and interest thereon upon the revenues derived from the tolls collected for the use and operation of the Vancouver-Portland Interstate Toll Bridge Facility paid into the "Vancouver-Portland Interstate Toll Bridge Facility Operating Fund" created by said Resolution No. 312; and

6 WHEREAS, under date of April 27, 1955, and as authorized by law, the Washington Toll Bridge Authority and the States of Oregon and Washington acting by and through their respective State Highway Commissions entered into an agreement fixing the rights, duties and

required to pay all of the costs of such improvements and facilities, which resolution authorized that revenue bonds of the Authority in the total principal sum of not to exceed $14,500,000 payable out of the revenues to be derived from the tolls collected for the use and operation of both such bridges as a single toll facility be issued and sold to provide the money necessary for said purposes; and

WHEREAS, pursuant to said Resolution No. 312 Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds of the Authority in the total principal sum of $9,300,000 have been heretofore issued under date of May 1, 1956 to provide funds to carry out part of said purposes and to pay certain incidental costs, and it is deemed necessary that the remaining $5,200,000 of such bonds so authorized be now issued and sold to provide the balance of the funds necessary to complete the carrying out of said purposes and the payment of all costs incidental thereto; and

WHEREAS, said Resolution No. 312 provided that all of such authorized $14,500,000 of bonds if, as, and when issued, should rank pari passu with each other and should have an equal lien for the payment of the principal thereof and interest thereon upon the revenues derived from the tolls collected for the use and operation of the Vancouver-Portland Interstate Toll Bridge Facility paid into the "Vancouver-Portland Interstate Toll Bridge Facility Operating Fund" created by said Resolution No. 312; and

WHEREAS, under date of April 27, 1955, and as authorized by law, the Washington Toll Bridge Authority and the States of Oregon and Washington acting by and through their respective State Highway Commissions entered into an agreement fixing the rights, duties and

and obligations of each of said parties as to the design, plans and specifications for the construction of such new bridge and the reconstruction and alteration of such existing interstate bridge, the actual construction, reconstruction and alteration of the same, the construction and equipping of the necessary toll plaza, the construction of approaches and the acquisition of land therefor, the financing of all of the above by the issuance and sale of revenue bonds of the Authority payable out of tolls to be collected for the use and operation of such bridges as a single toll facility, and the maintenance, operation and repair of such bridges; and

WHEREAS, pursuant to written replies received in response to requests made by the Washington Toll Bridge Authority, the Seattle-First National Bank, Seattle, Washington, was selected as Trustee for 1 the owners and holders of all the $14,500,000 of Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds so authorized;

NOW, THEREFORE, BE IT RESOLVED by the Washington Toll Bridge Authority as follows:

Section 1. That in order to accommodate the present and ever-increasing volume of traffic across the Columbia River between the Cities of Portland, Oregon and Vancouver, Washington, the Washington Toll Bridge Authority finds and determines that public interest and necessity require the construction of a new multi-lane drawbridge across the Columbia River, including approaches thereto in the States of Oregon and Washington, between such two cities and adjacent to the existing interstate bridge between the same, and the alteration and reconstruction of such existing bridge to bring it to the same deck level as such new bridge. Such bridges and approaches shall be an integral part of U. S. Highway No. 99, shall be a part of Primary State Highway No. 1 of Washington within the State of Washington, and within the State of Oregon shall be a part of Oregon State Highway No. 1.

The Authority further finds that the construction of such new bridge and approaches and the reconstruction and alteration of such existing bridge with all necessary approaches as part of said highways, is necessary, advantageous and practicable, and that the cost thereof may be financed by the issuance of revenue bonds payable from the tolls collected for the use and operation of such bridges as a single toll facility as authorized by law and as provided in Resolution No. 312 of the Authority and this resolution.

Section 2. As used in this resolution, the following words shall have the meanings hereinafter set forth in this section:

(a) The words "Resolution No. 312" shall mean that certain resolution of the Washington Toll Bridge Authority designated by that number, adopted March 6, 1956, and entitled "A RESOLUTION of the Washington Toll Bridge Authority authorizing the issuance of Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds in the principal sum of not to exceed $14,500,000 for the purpose of providing funds to pay all of the cost of constructing a new bridge across the Columbia River between the Cities of Portland, Oregon and Vancouver, Washington adjacent to the existing interstate bridge and to pay part or all of the cost of altering and reconstructing such existing bridge, designating a Trustee, and authorizing the sale of $9,300,000.00 of such bonds for the purpose of providing funds to carry out part of such purposes."

(b) The words "Vancouver-Portland Interstate Toll Bridge

Facility Revenue Bonds" or "Authorized Revenue Bonds" shall mean the revenue bonds of the Authority in the total principal sum of $14,500,000 authorized by Resolution No. 312 to provide funds for all of the purposes set forth in Section 3 of said resolution.

(c) The words "Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, 1956" or "1956 Bonds" shall mean the $9,300,000 of Authorized Revenue Bonds dated May 1, 1956 issued and sold pursuant to Resolution No. 312 for the purposes set forth in Section 4 of said resolution, all of which bonds are still outstanding.

(d) The words "1958 Bonds" shall mean the $5,200,000 of the Authorized Revenue Bonds issued pursuant to and for the purposes provided in this resolution.

(e) The words "Vancouver-Portland Interstate Toll Bridge Facility" or "Toll Bridge Facility" shall mean such new bridge and approaches to be constructed, the existing interstate bridge as it will be altered and reconstructed with approaches, and the toll plaza to be constructed and equipped for the use and operation of both bridges as a single toll facility.

(f) The word "Authority" shall mean the Washington Toll Bridge Authority.

(g) The words "Vancouver-Portland Interstate Toll Bridge Facility Operating Fund" or "Operating Fund" shall mean the fund of that name created by Section 11 of Resolution No. 312, into which Fund the Authority has pledged itself to pay all of the tolls and other revenues received each day from the operation of the Toll Bridge Facility except for the amount of $10,000 which the Authority may continuously retain as a Change Fund.

(h) The words "Vancouver-Portland Interstate Toll Bridge Facility 1956 Revenue Bond Redemption Fund" or "1956 Bond Redemption Fund" shall mean the fund of that name and the Reserve Account therein created by Sections 13 and 14, respectively, of Resolution No. 312 for the purpose of paying and securing the payment of the principal of and interest on the 1956 Bonds.

Section 3. That in order to provide funds to pay the cost of carrying out the purposes set forth in subsections C, D and E of Section 3 of Resolution No. 312, to pay all expenses incidental thereto, including expenses of the issuance and sale of the 1958 Bonds and interest thereon during construction to May 1, 1960, to pay certain insurance premiums, and to provide working capital when the Toll Bridge Facility is placed in operation, the Authority shall issue the 1958 Bonds. In the event the proceeds of sale of the 1958 Bonds are not all used after payment of the above-described costs, expenses and amounts, the rest of such proceeds or so much thereof as may be necessary, shall be used to reimburse the State of Washington for advances made in carrying out the purposes authorized in Resolution No. 312 and as provided in the agreement entered into between the States of Oregon and Washington and the Authority under date of April 27, 1955.

The 1958 Bonds shall be dated May 1, 1958, shall be in denominations of $1,000 each, shall bear interest at a rate of not to exceed 6% per annum payable semiannually on the first days of May and November of each year as evidenced by coupons to be attached to said bonds, shall be registrable as to principal only, and shall be numbered and mature in order of their number as follows:

Bond Nos.	Maturity Date	Amount
1-287	May 1, 1961	$ 287,000
288-585	May 1, 1962	298,000
586-893	May 1, 1963	308,000
894-1213	May 1, 1964	320,000
1214-1544	May 1, 1965	331,000
1545-1885	May 1, 1966	341,000
1886-2236	May 1, 1967	351,000
2237-2600	May 1, 1968	364,000
2601-5200	May 1, 1971	2,600,000

Bonds numbered 1 to 2600 inclusive, maturing from May 1, 1961 through May 1, 1968, are herein designated the "1958 Serial Bonds"; bonds numbered 2601 to 5200 inclusive, maturing May 1, 1971, are herein designated the "1958 Term Bonds."

The Authority hereby covenants and agrees that it will call for payment and retirement the following amounts of 1958 Term Bonds at the following times and prices:

Date	Amount	Price
May 1, 1961	$197,000	$102.50 per $100 par value
May 1, 1962	204,000	102.00 per $100 par value
May 1, 1963	211,000	101.50 per $100 par value
May 1, 1964	219,000	101.00 per $100 par value
May 1, 1965	227,000	100.75 per $100 par value
May 1, 1966	235,000	100.50 per $100 par value
May 1, 1967	243,000	100.25 per $100 par value
May 1, 1968	252,000	Par
May 1, 1969	261,000	Par
May 1, 1970	270,000	Par
May 1, 1971	281,000	Par

The 1958 Term Bonds to be so called and retired each year shall be determined by lot.

If any 1958 Term Bonds are called and retired in any one calendar year in addition to the amount of such 1958 Term Bonds above required to be called and retired on May 1 of such year, then the amount of such Term Bonds that must be called and retired on May 1 of the succeeding year or years may be reduced by the amount of such additional bonds so previously called and retired.

Both principal of and interest on the 1958 Bonds shall be payable in lawful money of the United States of America at the main office of Seattle-First National Bank in Seattle, Washington, or, at the option of the holder, at the fiscal agency of the State of Washington in the City of New York, New York, solely out of the special 1958 Bond Redemption Fund of the Authority hereinafter created.

The 1958 Bonds shall be negotiable instruments under the law merchant, shall rank pari passu with the 1956 Bonds, and shall have a lien for the payment of the principal thereof and interest thereon upon the revenues derived from the tolls collected for the use and operation of the Toll Bridge Facility paid into the Operating Fund equal to the lien for the payment of the principal of and interest on the 1956 Bonds upon such revenues and the money paid into such Operating Fund.

Section 4. The Authority hereby reserves the right to redeem any or all of the 1958 Bonds outstanding in inverse numerical order at the following times and prices:

On May 1 and November 1, 1961, at $102.50 per $100 par value
On May 1 and November 1, 1962, at $102.00 per $100 par value
On May 1 and November 1, 1963, at $101.50 per $100 par value
On May 1 and November 1, 1964, at $101.00 per $100 par value
On May 1 and November 1, 1965, at $100.75 per $100 par value
On May 1 and November 1, 1966, at $100.50 per $100 par value
On May 1 and November 1, 1967, at $100.25 per $100 par value
On May 1, 1968 and any interest payment date thereafter, at par;

provided, however, that all the 1958 Term Bonds numbered 2601 to 5200 inclusive must be called and retired before any of the 1958 Serial Bonds numbered 1 to 2600 inclusive may be called for redemption ahead of their fixed maturities.

Notice of any intended redemption of any of the 1958 Bonds, except for the redemption of the 1958 Serial Bonds as the same shall mature, shall be given by the Authority by publication thereof in a newspaper or financial journal of general circulation in each of the Cities of Seattle, Washington and New York, New York. Each such notice shall be published once a week for two consecutive weeks and the first publication thereof shall be not more than forty nor less than thirty days prior to said redemption date. Interest on any bond or bonds so called for redemption shall cease on such redemption date unless any of the same shall not be redeemed upon presentation made pursuant to such call.

Same

Section 5. Section 6 of Resolution No. 312 names Seattle-First National Bank, Seattle, Washington, Trustee for the owners and holders of all of the Authorized Revenue Bonds. Said section is hereby referred to and by this reference made a part of this section of this resolution as though fully set forth herein.

Section 6. The 1958 Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. _____ $1,000

STATE OF WASHINGTON
WASHINGTON TOLL BRIDGE AUTHORITY

Same

VANCOUVER-PORTLAND INTERSTATE
TOLL BRIDGE FACILITY REVENUE BOND, 1958

KNOW ALL MEN BY THESE PRESENTS:

That the Washington Toll Bridge Authority, a duly constituted public agency of the State of Washington, acknowledges itself to owe and for value received hereby promises to pay to bearer or, if this bond be registered, to the registered owner hereof, on the first day of May, 19__, the principal sum of

ONE THOUSAND DOLLARS

together with interest thereon from the date hereof until payment of this bond at the rate of _____% per annum payable semiannually on the first days of May and November of each year as evidenced by and upon presentation and surrender of the attached interest coupons as they severally become due. Both principal and interest are payable in lawful money of the United States of America at the main office of Seattle-First National Bank in Seattle, Washington, or, at the option of the holder, at the fiscal agency of the State of Washington in the City of New York, New York, out of the special fund of the Authority known as the "Vancouver-Portland Interstate Toll Bridge Facility 1958 Revenue Bond Redemption Fund" created by Resolution No. _____ of the Washington Toll Bridge Authority.

The Washington Toll Bridge Authority has reserved the right to redeem any or all of the outstanding bonds of this 1958 issue in inverse numerical order at the following times and prices:

On May 1 and November 1, 1961, at $102.50 per $100 par value
On May 1 and November 1, 1962, at $102.00 per $100 par value
On May 1 and November 1, 1963, at $101.50 per $100 par value
On May 1 and November 1, 1964, at $101.00 per $100 par value
On May 1 and November 1, 1965, at $100.75 per $100 par value
On May 1 and November 1, 1966, at $100.50 per $100 par value
On May 1 and November 1, 1967, at $100.25 per $100 par value
On May 1, 1968 and any interest payment date thereafter, at par.

The Washington Toll Bridge Authority has covenanted and agreed that it will call for payment and retirement by lot the following amounts of bonds numbered 2601 to 5200 inclusive, maturing on May 1, 1971, at the following times and prices:

Date	Amount	Price
May 1, 1961	$197,000	$102.50 per $100 par value
May 1, 1962	204,000	102.00 per $100 par value
May 1, 1963	211,000	101.50 per $100 par value
May 1, 1964	219,000	101.00 per $100 par value
May 1, 1965	227,000	100.75 per $100 par value
May 1, 1966	235,000	100.50 per $100 par value
May 1, 1967	243,000	100.25 per $100 par value
May 1, 1968	252,000	Par
May 1, 1969	261,000	Par
May 1, 1970	270,000	Par
May 1, 1971	281,000	Par

Bonds numbered 2601 to 5200 inclusive must be called and retired before any of the bonds numbered 1 to 2600 inclusive may be called for redemption ahead of their fixed maturities.

Notice of any intended redemption of any of these 1958 bonds, except for the redemption of bonds numbered 1 to 2600 inclusive as the same shall mature, shall be given by the Authority by publication thereof in a newspaper or financial journal of general circulation in each of the Cities of Seattle, Washington, and New York, New York. Each such notice shall be published once a week for two consecutive weeks, and the first publication thereof shall be not more than forty nor less than thirty days prior to said redemption date.

This bond is one of a total authorized issue of bonds of like amount, date and tenor in the principal sum of not to exceed $14,500,000 authorized for the purpose of providing funds for constructing a new bridge across the Columbia River between the Cities of Portland, Oregon and Vancouver, Washington adjacent to the existing interstate bridge between such two cities, for altering and reconstructing such existing interstate bridge, for acquiring land and constructing approaches for each bridge thereon and a toll plaza, and for paying all costs incidental thereto. This bond is also one of a 1958 issue of $5,200,000 of such authorized bonds issued to provide funds for part of such purposes, and is issued pursuant to resolutions duly adopted by the Washington Toll Bridge Authority, to an agreement dated April 27, 1955 and entered into between it and the States of Oregon and Washington acting by and through their respective State Highway Commissions as authorized by the laws of each state, and pursuant to and inconformity with the Constitution and laws of the State of Washington

The bonds of this 1958 issue are obligations only of the Washington Toll Bridge Authority, and payment of the principal of and interest on said 1958 bonds is secured by a first and direct charge and lien upon the tolls and other revenue of any nature whatsoever received from the use and operation of said two bridges as a single toll facility, equal in rank to the charge and lien upon such tolls and revenue for the payment of the principal of and interest on the outstanding Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds issued under date of May 1, 1956, and subject only to charges upon such tolls and other revenue for the operation of such two bridges as a single toll facility, and for the maintenance and repairs thereof and of their approaches and toll plaza. Neither the principal of nor interest on this bond or any part thereof constitutes a debt, liability or obligation of the State of Washington.

The Washington Toll Bridge Authority has covenanted and agreed by its Resolutions No. 312 and No. _____ that it will establish, maintain and collect tolls and charges for the use and operation of said bridges as a single toll facility which will produce revenues sufficient to pay the cost of maintenance, operation and repairs thereof, including such costs for the approaches thereto and the toll plaza, and to pay into the "Vancouver-Portland Interstate Toll Bridge Facility Operating Fund," the 1956 Bond Redemption Fund and the Reserve Account therein created by said Resolution No. 312 to pay and secure the payment of the principal of and interest on such 1956 Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, and into the 1958 Bond Redemption Fund and Reserve Account therein created by said Resolution No. _____ to pay and secure the payment of the principal of and interest on the bonds of this issue, the various amounts required by said resolutions to be paid into and maintained in said Funds and Accounts, all within the times provided by said resolutions.

Reference is hereby made to Resolution No. 312 of the Washington Toll Bridge Authority for a statement of the terms, covenants and conditions authorizing the issuance of said $14,500,000 of Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds and the issuance and sale of the 1956 issue of such authorized bonds, and reference is hereby further made to Resolution No. _____ of such Authority for a statement of the terms, covenants and conditions authorizing the issuance and sale of the 1958 issue of such authorized bonds of which this bond is one. The rights and remedies of the holders of said 1958 bonds by this reference shall not in any manner affect or impair the negotiability of this bond which, by the terms of the laws pursuant to which it has been issued, shall be fully negotiable.

Neither this bond nor any coupon attached hereto shall be entitled to any security or benefit under said resolution or shall be valid or become obligatory until the authentication certificate hereon endorsed shall have been executed by the Trustee.

It is hereby certified, recited and declared that this bond is issued pursuant to an agreement entered into between the Washington Toll Bridge Authority and the States of Oregon and Washington acting by and through their respective State Highway Commissions as authorized by the laws of each state, and pursuant to and in strict compliance with the Constitution and laws of the State of Washington and resolutions of the Authority, and that all acts, conditions and things required to be done precedent to and in the issuance of this bond have happened, been done and performed.

IN WITNESS WHEREOF, the Washington Toll Bridge Authority has caused this bond to be executed on its behalf by the Auditor of the State of Washington, countersigned with the facsimile signature of the Governor of the State of Washington, the seal of the Washington Toll Bridge Authority to be lithographed hereon, and the interest coupons attached hereto to be executed with the facsimile signature of the State Auditor, this first day of May, 1958.

WASHINGTON TOLL BRIDGE AUTHORITY

By ______________________________
Auditor of the State of Washington

(SEAL)

COUNTERSIGNED:

____
Governor of the State of Washington

The interest coupons to be attached to the 1958 Bonds shall be in substantially the following form:

NO. _____ $_______

On the first day of ___________, 19__, the Washington Toll Bridge Authority of the State of Washington will pay to bearer at the main office of Seattle-First National Bank in Seattle, Washington, or, at the option of the holder, at the fiscal agency of the State of Washington in the City of New York, New York, the sum of __________________________ DOLLARS in lawful money of the United States of America out of the special fund of said Authority known as the "Vancouver-Portland Interstate Toll Bridge Facility 1958 Revenue Bond Redemption Fund," said sum being the semiannual interest due that day on its Vancouver-Portland Interstate Toll Bridge Facility Revenue Bond dated May 1, 1958 and numbered _____.

WASHINGTON TOLL BRIDGE AUTHORITY

By ______________________________
Auditor of the State of Washington

Said bonds shall have the following form of registration certificate:

Registration Certificate

This bond may be registered as to principal upon presentation at the main office of Seattle-First National Bank in Seattle, Washington, as Trustee, and such registration shall be evidenced by a notation to that effect below by the Trustee as Bond Registrar, after which no transfer hereof shall be valid unless made on books provided therefor in the office of the Trustee and similarly endorsed hereon at the written request of the registered owner, his legal representatives or assigns. Such registered bonds may be in like manner retransferred to bearer, whereupon full negotiability and transferability by delivery shall be restored. Interest accruing prior to maturity of this bond shall be paid only upon presentation and surrender of the interest coupons hereto attached, and registration of this bond shall not affect the negotiability of such interest coupons.

Date of Registration	Registered Owner	Signature of Authorized Officer of Trustee

Said bonds shall have the following Trustee's authentication certificate endorsed thereon:

The undersigned Trustee hereby certifies that this bond is one of the Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, 1958, described in and secured by the within mentioned resolution.

SEATTLE-FIRST NATIONAL BANK
SEATTLE, WASHINGTON

By ______________________
Authorized Officer

Section 7. Each of the 1958 Bonds shall be signed on behalf of the Authority by the Auditor of the State of Washington, shall be countersigned by the facsimile signature of the Governor of the State of Washington, and shall have the official seal of the Authority lithographed in the bottom border thereof. The interest coupons attached to said bonds shall be executed with the facsimile signature of the State Auditor.

Section 8. The 1958 Bonds shall be sold on sealed proposals to the highest and best bidder after advertising for bids for the purchase of the same. The Authority hereby reserves the right to reject any and all bids so submitted, and may thereafter sell said bonds at private sale under such terms and conditions as it deems most advantageous to its own interests; provided, that said bonds may not be sold at a price below that of the best bid which was rejected.

The Secretary of the Washington Toll Bridge Authority is hereby authorized and directed to cause a notice of sale of these bonds to be published at least once a week for two consecutive weeks in The Bond Buyer and in the Seattle Daily Journal of Commerce, the first of each such publications to be at least fifteen days prior to the scheduled meeting of the Authority at which such bids will be publicly opened, read and considered.

Section 9. The full purchase price of the 1958 Bonds shall be paid to the Authority, and out of such money so paid the Authority shall forthwith deposit in the "Vancouver-Portland Interstate Toll Bridge Facility 1958 Revenue Bond Redemption Fund" hereinafter created the accrued interest received at the time of the sale of said bonds, together with such additional amount as may be required to pay the interest to become due on said bonds up to and including May 1, 1960.

The balance of the money received from the sale of the 1958 Bonds shall be deposited to the credit of the Treasurer of the State of Washington in the Trustee bank in the special fund of the Authority created by Section 10 of Resolution No. 312 and known and designated as the "Vancouver-Portland Interstate Toll Bridge Facility 1956 Construction Fund." The proceeds of the sale of the 1958 Bonds paid into said Construction Fund may be paid out or allocated from time to time in the manner and subject to the conditions fixed in said Section 10 of Resolution No. 312 for the following purposes:

A. The construction and equipping of a toll plaza, including an Administration Building at the Oregon end of said new and existing bridges and the acquisition of any land necessary therefor.

B. The alteration and reconstruction of such existing interstate bridge to bring it to the same deck level and span lengths as such new bridge.

C. The constructing and providing of better or additional approaches for such existing bridge, the acquisition by purchase or condemnation of such land as may be necessary for such approaches, and the reimbursement of the State of Washington for rights-of-way and approach costs.

D. To pay all expenses incidentl to the above, including but not being limited to reimbursement of the States of Oregon and Washington or their Highway Departments and the Authority for any and all expenditures made for such purposes, expenses of the issuance and sale of the 1958 Bonds, including legal and Trustee's fees and interest on said bonds during construction to May 1, 1960, expenses of lighting such bridges and approaches and landscaping of such approaches, expenses of certain insurance premiums, and a reasonable amount for working capital.

Payments made for construction shall be for contractors' performance in accordance with the plans and specifications for said bridges, approaches and toll plaza filed with the Authority.

All moneys in the 1956 Construction Fund received from the proceeds of the sale of the 1958 Bonds shall be paid out or disbursed by warrants issued by the proper officer of the State of Washington for the purposes above stated pursuant to vouchers duly approved by the Oregon State Highway Engineer and the Secretary of the Washington Toll Bridge Authority or their properly authorized agents. The approval of the Trustee is not required for any such withdrawals from the 1956 Construction Fund.

The Authority, or the Trustee upon direction of the Authority, may invest any moneys in the 1956 Construction Fund received from the sale of the 1958 Bonds not needed immediately for the purposes above set forth in bonds or other direct obligations of the United States of America having a maturity date not more than eighteen months subsequent to the date of investment therein or which become due at the option of the holder on or before said eighteen-month period.

Interest received as a result of any such investment shall be deposited in the 1956 Construction Fund, and all bonds or obligations so purchased shall be deposited with the Trustee and held by it to the credit of said Fund.

Upon completion and acceptance of said existing bridge as reconstructed, all approaches thereto, and said toll plaza, all investments as above authorized of the proceeds of the sale of the 1958 Bonds remaining at such time unliquidated, and all moneys remaining in the 1956 Construction Fund from the proceeds of the sale of the 1958 Bonds not theretofore obligated for the purposes hereinabove set forth, shall be transferred to the 1958 Bond Redemption Fund hereinafter created and shall be credited on the semiannual payments which the Authority hereinafter agrees to pay into the 1958 Bond Redemption Fund or, if in excess of such semiannual payments, then such excess amount shall then be used at the first possible date to redeem and retire part of the 1958 Bonds not then maturing.

Same

Section 10. The Authority, or the Trustee upon direction of the Authority, may invest the accrued interest received at the time of the sale of the 1958 Bonds and the money to be paid out of the purchase price of said bonds into the 1958 Bond Redemption Fund hereinafter created for the interest to become due on said bonds to and including May 1, 1960 that is not needed immediately for the payment of such interest, in bonds or other direct obligations of the United States of America having a maturity date not more than eighteen months subsequent to the date of investment therein or which become due at the option of the holder on or before said eighteen-month period. Interest received as a result of any such investments shall be paid into such 1956 Construction Fund, and all bonds or obligations so purchased shall be deposited with the Trustee

This page revised, particularly as to Section 10. See corrected page attached hereto. [illegible]

Interest received as a result of any such investment shall be deposited in the 1956 Construction Fund, and all bonds or obligations so purchased shall be deposited with the Trustee and held by it to the credit of said Fund.

Upon completion and acceptance of said existing bridge as reconstructed, all approaches thereto, and said toll plaza, all investments as above authorized of the proceeds of the sale of the 1958 Bonds remaining at such time unliquidated, and all moneys remaining in the 1956 Construction Fund from the proceeds of the sale of the 1958 Bonds not theretofore obligated for the purposes hereinabove set forth, shall be transferred to the 1958 Bond Redemption Fund hereinafter created and shall be credited on the semiannual payments which the Authority hereinafter agrees to pay into the 1958 Bond Redemption Fund or, if in excess of such semiannual payments, then such excess amount shall then be used at the first possible date to redeem and retire part of the 1958 Bonds not then maturing.

Section 10. The Authority, or the Trustee upon direction of the Authority, may invest the accrued interest received at the time of the sale of the 1958 Bonds and the money to be paid out of the purchase price of said bonds into the 1958 Bond Redemption Fund hereinafter created for the interest to become due on said bonds to and including May 1, 1960 that is not needed immediately for the payment of such interest, in bonds or other direct obligations of the United States of America having a maturity date not more than eighteen months subsequent to the date of investment therein or which become due at the option of the holder on or before said eighteen-month period. Interest received as a result of any such investments shall be paid into the 1958 Bond Redemption Fund, and all bonds or obligations so purchased shall be deposited with the Trustee and held by it to the credit of said Fund.

Section 11. The provisions of Sections 11 and 12 of Resolution No. 312 are hereby incorporated in this resolution as if set forth in this section and by such incorporation are made applicable to the 1958 Bonds and shall inure to the benefit of the holders from time to time of the 1958 Bonds, and are hereby made a part of this resolution with respect to the 1958 Bonds as though fully set forth herein, and the proviso found at the end of the first paragraph of such Section 12 is hereby made applicable to the 1958 Bonds. The words "Subsequent Bond Redemption Fund" and "Subsequent Bond Resolution" used in said Sections 11 and 12 shall mean the "Vancouver-Portland Interstate Toll Bridge Facility 1958 Revenue Bond Redemption Fund" hereinafter created and this resolution, respectively, as provided in said resolution.

Section 12. That there be and is hereby created a fund to be known as the "Vancouver-Portland Interstate Toll Bridge Facility 1958 Revenue Bond Redemption Fund" (herein called the "1958 Bond Redemption Fund"), which shall be a trust fund for the security and payment of the principal of and interest on the 1958 Bonds, and which shall be at all times completely segregated and set apart from all other funds of the State of Washington and the Authority. All money credited to or paid into the 1958 Bond Redemption Fund shall be deposited with the Trustee and is hereby pledged and ordered to be used for the sole purpose of paying the principal of and interest on, and premium if any on, the 1958 Bonds.

The Authority hereby obligates and binds itself to set aside and pay into the 1958 Bond Redemption Fund out of the money in the Operating Fund by April first and October first of each year commencing with October 1, 1960, and for as long as any of the 1958 Bonds are outstanding, amounts at least sufficient to pay the interest next coming due on all of said bonds, the principal of the 1958 Serial Bonds next coming due, and an amount equal to the principal amount and premium if any of the 1958 Term Bonds that the Authority has covenanted to call and retire on May first of each of the years 1961 through 1971.

Whenever there is sufficient money in the 1958 Bond Redemption Fund to pay the principal of and interest on, and premium if any on, all the 1958 Bonds outstanding, then no further payments need be made into the 1958 Bond Redemption Fund.

The payments hereinbefore pledged to be made out of the Operating Fund into the 1958 Bond Redemption Fund are hereby declared to be a first and prior lien upon the tolls and other revenue of any nature whatsoever received from the use and operation of the Toll Bridge Facility and paid into the Operating Fund, subject only to charges for maintenance and operation of and repairs to the Toll Bridge Facility, and equal to charges upon such tolls and other revenue required to pay and secure the payment of the principal of and interest on the 1956 Bonds.

Section 13. That there be and is hereby created a Reserve Account in the 1958 Bond Redemption Fund, which Account is to be drawn upon for the sole purpose of making up any deficiency in the 1958 Bond Redemption Fund. The Authority hereby agrees that it will set aside and pay into the Reserve Account, out of the Operating Fund, by May 1, 1961, an amount equal to the interest coming due on the 1958 Bonds for the next two years. The Authority further agrees, for as long as any of the 1958 Bonds are outstanding, that it will always maintain an amount in the Reserve Account equal to at least the interest coming due on the outstanding 1958 Bonds for the next two-year period.

In the event there shall be a deficiency in the 1958 Bond Redemption Fund to meet maturing installments of either interest on or principal of and premium, if any, due on the 1958 Bonds, such deficiency shall be made up from the Reserve Account by the withdrawal of cash therefrom. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up from surplus moneys in the Operating Fund first available after making necessary provision for the required payments into the 1956 Bond Redemption Fund and the 1958 Bond Redemption Fund.

All moneys in the Reserve Account may be kept in cash or invested from time to timein United States Government obligations having a guaranteed market or, if such obligations are not available, then in United States Government obligations maturing not later than ten years from date of purchase and in no event later than the last maturity of the 1958 Bonds then outstanding. Interest earned on any such investments shall be paid into the 1958 Bond Redemption Fund.

Section 14. The provisions of Sections 15 through 27 of Resolution No. 312 are hereby incorporated in this resolution as if set forth herein and by such incorporation are made applicable to the 1958 Bonds, and shall inure to the benefit of the holders from time to time of the 1958 Bonds and are hereby made a part of this resolution with respect to the 1958 Bonds as though fully set forth herein.

Section 15. The provisions of this resolution shall constitute a contract between the Authority, the Trustee, and the holders of the Authorized Revenue Bonds upon the acceptance of this resolution by the Trustee and the issuance and delivery of said bonds.

Section 16. If any section, paragraph, clause or provision of this resolution shall be held invalid, the invalidity of the same shall not affect any of the remaining provisions of this resolution.

ADOPTED by the Washington Toll Bridge Authority at its meeting duly convened and held at the State Capitol in Olympia, Washington, after notice thereof duly given as required by law on the ____ day of ____________, 1958.

____
Governor of the State of Washington

____
Auditor of the State of Washington

____
Chairman, Public Service Commission,
State of Washington

____
Chairman, Highway Commission, State
of Washington

____
Director, Department of General
Administration of the State of Washington

ATTEST:

____
Secretary,
Washington Toll Bridge Authority
APPROVED:

____
Special Assistant Attorney General
and Special Bond Counsel for the
Washington Toll Bridge Authority

The foregoing resolution and trust indenture, consisting of twenty-five (25) pages of which this is the last, and all the terms, provisions and covenants thereof are hereby accepted by SEATTLE-FIRST NATIONAL BANK of Seattle, Washington, as Trustee named herein, this _____ day of ______________, 1958.

By ______________________________
Vice President and Trust Officer

I, the undersigned, D. B. HEDGES, do hereby certify that I am the duly appointed, qualified and acting Secretary of the Washington Toll Bridge Authority and that the foregoing constitutes a true, correct and complete copy of a resolution duly adopted by said Washington Toll Bridge Authority at its meeting, after notice thereof duly issued as required by law, duly convened and held at the Capitol in Olympia, Washington, on ______________, 1958, as appears of record in my office, and that no changes, alterations or amendments thereto have been ordered or made by said Authority

______________________ (Date)

____
Secretary, Washington Toll Bridge
Authority

(SEAL)

NOTICE OF BOND SALE

STATE OF WASHINGTON
TOLL BRIDGE AUTHORITY

VANCOUVER-PORTLAND INTERSTATE
TOLL BRIDGE FACILITY REVENUE BONDS
$5,200,000

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Washington Toll Bridge Authority at the office of the Secretary of the Authority in the Transportation Building, Olympia, Washington, until the hour of 10:00 o'clock A. M. Pacific Standard Time on the

24TH DAY OF APRIL, 1958,

for the purchase of $5,200,000 par value of Vancouver-Portland Interstate Toll Bridge Facility Revenue Bonds, 1958 (herein referred to as the "1958 Bonds") of the Authority, which bids will at once thereafter be publicly opened, read and considered at a meeting of the Authority to be held at the office of the Governor in the Legislative Building, Olympia, Washington.

The 1958 Bonds are part of an authorized issue of such toll bridge facility bonds in the total principal sum of $14,500,000, $9,300,000 of which have been heretofore issued under date of May 1, 1956 (herein called the "1956 Bonds"). Such 1958 Bonds shall rank pari passu with such 1956 Bonds and shall have an equal lien for the payment of the principal thereof and interest thereon upon the revenues derived from the tolls collected for the use and operation of the Vancouver-Portland Interstate Toll Bridge Facility with the 1956 Bonds.

The 1958 Bonds shall be coupon bonds, shall be dated May 1, 1958, shall be in denominations of $1,000 each, shall bear interest payable semiannually on the first days of May and November of each year, shall be registrable as to principal only, shall be payable both principal and interest at the main office of the Seattle-First National Bank in

Seattle, Washington, Trustee, or, at the option of the holder, at the fiscal agency of the State of Washington in the City of New York, New York, and shall be numbered and mature in order of their number as follows:

Bond Nos.	Maturity Date	Amount
1-287	May 1, 1961	$ 287,000
288-585	May 1, 1962	298,000
586-893	May 1, 1963	308,000
894-1213	May 1, 1964	320,000
1214-1544	May 1, 1965	331,000
1545-1885	May 1, 1966	341,000
1886-2236	May 1, 1967	351,000
2237-2600	May 1, 1968.	364,000
2601-5200	May 1, 1971	2,600,000.

The Washington Toll Bridge Authority has covenanted and agreed that it will call for payment the following amounts of the term bonds numbered 2601 to 5200 inclusive, maturing on May 1, 1971, at the following times and prices, such bonds to be so called and retired each year to be determined by lot:

Date	Amount	Price
May 1, 1961	$197,000	$102.50 per $100 par value
May 1, 1962	204,000	102.00 per $100 par value
May 1, 1963	211,000	101.50 per $100 par value
May 1, 1964	219,000	101.00 per $100 par value
May 1, 1965	227,000	100.75 per $100 par value
May 1, 1966	235,000	100.50 per $100 par value
May 1, 1967	243,000	100.25 per $100 par value
May 1, 1968	252,000	Par
May 1, 1969	261,000	Par
May 1, 1970	270,000	Par
May 1, 1971	281,000	Par

The Washington Toll Bridge Authority has reserved the right to redeem any or all of the 1958 Bonds outstanding in inverse numerical order at the following times and prices:

On May 1 and November 1, 1961, at $102.50 per $100 par value
On May 1 and November 1, 1962, at $102.00 per $100 par value
On May 1 and November 1, 1963, at $101.50 per $100 par value
On May 1 and November 1, 1964, at $101.00 per $100 par value
On May 1 and November 1, 1965, at $100.75 per $100 par value
On May 1 and November 1, 1966, at $100.50 per $100 par value
On May 1 and November 1, 1967, at $100.25 per $100 par value
On May 1, 1968 and any interest payment date thereafter, at par;

provided, however, that all the bonds numbered 2601 to 5200 inclusive, maturing May 1, 1971, must be redeemed and retired before any of the bonds numbered 1 to 2600 inclusive may be called for redemption ahead of their fixed maturities.

The Washington Toll Bridge Authority has irrevocably covenanted that the payment of the principal of, premium if required, and interest on all of such $14,500,000 of bonds is secured by a first, direct and exclusive lien and charge upon the tolls and other revenue of any nature whatsoever received from the use and operation as a single toll facility of the existing interstate bridge across the Columbia River between the cities of Portland, Oregon and Vancouver, Washington, as the same will be reconstructed, and the new multi-lane bridge constructed between such cities and adjacent to such existing bridge, subject only to charges upon such tolls and other revenue for the maintenance, operation and repairs of such two bridges, including the toll plaza and approaches thereto.

Further information regarding the past and present traffic on the existing bridge, the tolls to be charged, the estimated gross revenue of said two bridges as a single toll facility, the estimated expenses of maintenance, operation and repairs thereof, payments required to be made into the respective Bond Redemption Funds and Reserve Accounts to pay and secure the payment of the principal of and interest on the 1956 and 1958 Bonds, the use of surplus revenues to call such bonds, all covenants guaranteeing, securing and safeguarding the payment of the principal of and interest on all of said bonds, and the rights, duties and obligations of the Trustee for the same, will be found in the official statement adopted by the Washington Toll Bridge Authority on March ____, 1958 (which will contain complete copies of the respective combined bond resolutions and trust indentures), which will be furnished upon request made to D. B. Hedges, Executive Secretary, Washington Toll

Bridge Authority, Transportation Building, Olympia, Washington.

(No bid will be considered for less than 98% of the par value of the bonds, and no more than one rate of interest may be fixed for any one maturity.) All bids submitted must fix one interest rate only for bonds numbered 2601 to 5200 inclusive, maturing on May 1, 1971, and must agree to pay accrued interest to date of delivery. (No bid with an effective rate over the life of the bonds of more than 6% will be accepted, and no coupon rate may exceed 6% per annum.)

The 1958 Bonds will be awarded to the bidder offering to purchase all of the same as provided herein at the lowest net interest cost to the Authority. Each bidder shall compute and state in his bid the net interest cost to the Authority that will result from his bid, and such net interest cost on the issue shall be considered as the sum of the total interest cost on the serial bonds numbered 1 to 2600 inclusive and the total interest cost on the term bonds numbered 2601 to 5200 inclusive, computed on the basis of the mandatory retirement schedule of such term bonds as hereinbefore set forth, but omitting the call premiums due thereunder, plus any discount or less any premium offered. Each bid shall also state the effective interest rate over the life of said bonds under the terms of the bid, (based on the net interest cost to be computed as above required.)

Each bidder shall seal his bid in an envelope with a good faith deposit in the form of a certified or cashier's check made payable to the Washington Toll Bridge Authority in the principal sum of at least 2% of the amount of his bid. Good faith checks of unsuccessful bidders will be returned when bids are evaluated, and that of the successful bidder, if any, will be retained for forfeit to the Toll Bridge Authority in the event said successful bidder shall fail or refuse to accept said bonds within forty days of the date of acceptance of his bid.

The Washington Toll Bridge Authority reserves the right to reject any and all bids and to waive any irregularities therein.

Printed bonds will be furnished by the Authority and, when executed, will be delivered to the purchaser as a whole in the City of New York, New York, or Chicago, Illinois.

The opinion of Preston, Thorgrimson & Horowitz, bond counsel of Seattle, Washington, approving the legality of the issuance of said bonds, will be furnished to the purchaser at the expense of the Authority.

WASHINGTON TOLL BRIDGE AUTHORITY
By D. B. HEDGES, Executive Secretary

RECEIVED
MAR 11 1958
FOR FILING

March 10, 1958

Mr. Mark Holmes, Business Representative
Joint Council of Teamsters, No. 37
Teamster Building
1020 N. E. Third Avenue
Portland 12, Oregon

Dear Mr. Holmes:

This relates to your letters of February 14 and February 28 pointing out an error in hourly wage rates advertised in the Daily Journal of Commerce relative to bids on the Interstate Bridge.

As indicated earlier by phone, I did immediately bring this matter to the attention of the Bridge Engineer, and he indicated that it would be corrected in plenty of time to serve the convenience of all concerned.

A newspaper correction has now been run, the error and its correction will be noted in regular notices to contractors, and in a few days, an addenda listing the corrections will be sent to all plan holders.

I am advised that it is normally desirable to delay addenda a reasonable time in order to pick up in one correction all types of changes which may have occurred.

Your promptness and courtesy in notifying us of this error is appreciated.

Very truly yours,

W. C. Williams
State Highway Engineer

By: Gene Huntley, Director
Personnel and Public Relations

GH:dm
cc Mr. A. H. Harding, Manager
Portland Chapter
Associated General Contractors
of America, Inc.
129 S. W. 3rd Avenue
Portland 4, Oregon

JOINT COUNCIL OF TEAMSTERS, NO. 37
Affiliated with
INTERNATIONAL BROTHERHOOD of TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN and HELPERS
AFL-CIO

TEAMSTER BUILDING
1020 N. E. THIRD AVENUE
PORTLAND 12, OREGON
PHONE BELMONT 2-0171

EUGENE TEAMSTERS No. 57
EUGENE, OREGON
KELSO-LONGVIEW TEAMSTERS No. 58
KELSO-LONGVIEW, WASH.
LINE DRIVERS No. 81
PORTLAND, ORE.
PORTLAND GENERAL TEAMSTERS No. 162
PORTLAND, ORE.
PORTLAND WAREHOUSEMEN No. 206
PORTLAND, ORE.
SANITARY DRIVERS No. 220
PORTLAND, ORE.
MISC. DRIVERS No. 223
PORTLAND, ORE.
AUTOMOTIVE, GARAGE & SERVICE STATION EMPLOYEES No. 255
PORTLAND, ORE.
TEAMSTERS & CHAUFFEURS No. 281
PORTLAND, ORE.
DAIRY DRIVERS No. 305
PORTLAND, ORE.
BEND TEAMSTERS No. 321
BEND, ORE.
SALEM TEAMSTERS No. 324
SALEM, ORE.
BAKERY & GENERAL SALES DRIVERS No. 499
PORTLAND, ORE.
VANCOUVER TEAMSTERS No. 501
VANCOUVER, WASH.
ASTORIA TEAMSTERS No. 569
ASTORIA, ORE.
EUGENE CANNERY & FOOD PROCESSORS No. 656
EUGENE, ORE.
SALEM CANNERY & FOOD PROCESSORS No. 670
SALEM, ORE.
COOS BAY TEAMSTERS No. 689
COOS BAY, ORE.
PORTLAND-VANCOUVER-HILLSBORO CANNERY & FOOD PROCESSORS No. 809
PORTLAND-VANCOUVER-HILLSBORO
THE DALLES & HOOD RIVER No. 883
THE DALLES & HOOD RIVER, ORE.
PENDLETON, LAGRANDE & BAKER OREGON No. 900
PENDLETON, LAGRANDE & BAKER, ORE.
KLAMATH FALLS TEAMSTERS No. 911
KLAMATH FALLS, ORE.
MEDFORD TEAMSTERS No. 962
MEDFORD, ORE.

February 28, 1958

Mr. Gene Huntley
Mr. Tom Edwards
State Highway Department
Salem, Oregon

Gentlemen:

After our telephone conversation regarding the letting of bids on the Interstate Bridge and explaining to you that the rates of pay were 10¢ an hour below the prevailing rates, I asked the girl to write you a letter to make it a matter of record. The letter was sent to a Portland address and so to make sure that you did receive it, I am sending you a photocopy.

Very truly yours,

Mark Holmes
Mark Holmes
Business Representative

cc: Mr. A. H. Harding

"HAVE IT DELIVERED"

JOINT COUNCIL OF TEAMSTERS, NO. 37
Affiliated with
INTERNATIONAL BROTHERHOOD of TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN and HELPERS
AFL-CIO

TEAMSTER BUILDING
1020 N. E. THIRD AVENUE
PORTLAND 12, OREGON
PHONE BELMONT 2-8171

EUGENE TEAMSTERS No. 57
EUGENE, OREGON
KELSO-LONGVIEW TEAMSTERS No. 58
KELSO-LONGVIEW, WASH.
LINE DRIVERS No. 81
PORTLAND, ORE.
PORTLAND GENERAL TEAMSTERS No. 162
PORTLAND, ORE.
PORTLAND WAREHOUSEMEN No. 206
PORTLAND, ORE.
SANITARY DRIVERS No. 220
PORTLAND, ORE.
MISC. DRIVERS No. 223
PORTLAND, ORE.
AUTOMOTIVE, GARAGE & SERVICE STATION EMPLOYEES No. 255
PORTLAND, ORE.
TEAMSTERS & CHAUFFEURS No. 281
PORTLAND, ORE.
DAIRY DRIVERS No. 305
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BEND TEAMSTERS No. 321
BEND, ORE.
SALEM TEAMSTERS No. 324
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BAKERY & GENERAL SALES DRIVERS No. 499
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VANCOUVER TEAMSTERS No. 501
VANCOUVER, WASH.
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EUGENE, ORE.
SALEM CANNERY & FOOD PROCESSORS No. 670
SALEM, ORE.
COOS BAY TEAMSTERS No. 689
COOS BAY, ORE.
PORTLAND-VANCOUVER-HILLSBORO CANNERY & FOOD PROCESSORS No. 809
PORTLAND-VANCOUVER-HILLSBORO
THE DALLES & HOOD RIVER No. 883
THE DALLES & HOOD RIVER, ORE.
PENDLETON, LAGRANDE & BAKER OREGON No. 900
PENDLETON, LAGRANDE & BAKER, ORE.
KLAMATH FALLS TEAMSTERS No. 911
KLAMATH FALLS, ORE.
MEDFORD TEAMSTERS No. 962
MEDFORD, ORE.

February 14, 1958

Mr. Gene Huntley
Mr. Tom Edwards
State Highway Department
9200 S. E. McLoughlin Blvd.
Portland, Oregon

Gentlemen:

In the February 10, issue of the Daily Journal of Commerce notice of time and place of receiving bids on the Interstate Bridge was published.

The rates of pay were considered to be the prevailing rates. On checking the rates for Teamsters jurisdiction, I find the rates were 10¢ per hour below those prevailing in the area. I talked to you about this on the phone today, and thought it would be well to send this letter so that it would be a matter of record.

Very truly yours,

Mark Holmes
Business Representative

MH:fb

COPY

DEPARTMENT OF THE ARMY
Office of the Chief of Engineers
Washington 25, D. C.

4 March 1958

Vancouver

Encl.

Honorable Warren G. Magnuson
United States Senate
Washington, D. C.

(Dear Bill:
I thought you would like this for your files. Kind personal regards.

Warren G. Magnuson, U.S.S.)

Dear Senator Magnuson:

Receipt is acknowledged of your letter of 24 February 1958 with which you inclosed a letter from the Washington State Highway Commission enumerating a series of events in connection with the alteration of the existing Columbia River bridge between Portland, Oregon, and Vancouver, Washington.

In the absence of General Itschner I can assure you that the facts and conditions set forth in Mr. Bugge's letter are substantially in accord with data available to the Corps of Engineers. All discussions with representatives of the State Highway Departments of Washington and Oregon on alteration of the existing Interstate Bridge have been amicable in the mutual interest of benefiting both land and water traffic. The increased vertical clearance of the fixed span will allow a large part of navigation to pass the bridge without requiring the lift span to open and thus reduce delays to water-borne traffic and interruptions to vehicular traffic.

Please be assured the Corps of Engineers is prepared to give final approval of the plans and specifications and apportionment of cost as soon as funds are appropriated for the alteration.

The letter of the Washington State Highway Commission is returned as requested.

Sincerely yours,

/s/ J. L. PERSON
Brigadier General, USA
Assistant Chief of Engineers
for Civil Works

1 Encl
Ltr. Mr. W. A. Bugge to Sen Magnuson 14 Feb 58 w/3 incls (cy of order to alter, ltr 1 Dec 55, and set of photos)

RECEIVED
MAR 5 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 5 - 1958
FOR FILING
7971-534
[illegible]

March 4, 1958

East

Department of Labor and Industries
New Field Armory
305 Harrison Street
Seattle 9, Washington

Attention: Edith L. Norman
Industrial Statistician

Gentlemen:

I have a copy of your letter of February 26 to Mr. George R. Purvis of the Teamsters' Local Union No. 501 in Vancouver, Washington, with reference to labor rates on the Interstate Bridge.

The labor rates mentioned have been corrected and subsequent advertisements of the project will contain the corrected labor rates. We have also advised all holders of bidding plans on this project of the correct labor rates to be used.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. I. D. Merchant

xxxx

COPY

February 26, 1958

Mr. George R. Purvis, Secretary-Treasurer
Teamsters' Local Union No. 501
205 East 11th Street
Vancouver, Washington

Re: Portland - Vancouver
Interstate (East) Bridge

Dear Mr. Purvis:

We are in receipt of a copy of your letter of February 18, 1958, addressed to Mr. Bugge, Director of Highways, Olympia, Washington, regarding the wage scales for Teamsters listed on the above project. We wish to advise that the Washington State Highway Department sent us this project for our approval of the minimum hourly rates of wage shown. When checking the rates, we found many of them were incorrect, among them those for the Teamsters (showing a discrepancy of 10¢ per hour), we corrected all of the wage scales, for which we had agreements on file, and returned the corrected wage scales on our form we send to the Highway Department as well as on those we send to the various labor organizations and other interested parties. On February 17, 1958, a copy was mailed Mr. Mikesell of your Local Union whom we have listed as being Secretary.

We are sending a copy of this letter to the Highway Departments in Olympia, Washington and Salem, Oregon; to Mr. A. H. Harding of the Associated General Contractors in Portland, Oregon, who always keeps us informed of new wage agreements; to Mr. Smith of the Building Trades Council and Mr. Al Paris of the Laborers in Vancouver, Washington.

Thank you for calling this matter to our attention, we appreciate your interest. We feel sure the proper corrections will be made.

Sincerely yours,

Edith L. Norman
Industrial Statistician

CC: Washington State Highway Department - Olympia
CCL Washington State Highway Department - Salem, Oregon
CC: Mr. A. H. Harding, Associated General Contractors - Portland, Oregon
CC: Mr. W. R. Smith, Mid-Columbia Bldg. & Const. Trades Council - Vancouver, Wash.
CC: Al Paris, Laborers' Local Union No. 335 - Vancouver, Wash.

7371-534 Portland-Vancouver Folder #2
Interstate (East) Br. 1956
#5205 over Col. R. - Pac. Hwy. 1957

DECEIVED
FEB 26 1958
FOR FILING
7471-5-34
5205

file

COMMISSIONERS
ERNEST A. COWELL, CHAIRMAN
EUREKA
H. E. MORGAN
LONGVIEW
D. E. STONE
SPOKANE
R. A. MOISIO
TACOMA
ERNEST J. KETCHAM
SEATTLE

LORENZ GOETZ, SECRETARY
OLYMPIA

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

DISTRICT OFFICES
NO. 1 SEATTLE 8 6431 CORSON AVE.
NO. 2 WENATCHEE P. O. BOX 98
NO. 3 OLYMPIA P. O. BOX 327
NO. 4 VANCOUVER 4300 MAIN STREET
NO. 5 YAKIMA P. O. BOX 52
NO. 6 SPOKANE 21 N. 2920 MAYFAIR ST.
NO. 7 SEATTLE 4 480 SPOKANE ST.

February 20, 1958

2-26-58
papers notified of change
revised rates sent to contractors
who received original notice
F.Q.

Gardner will take care of changes
in Special Provisions and notify
plan holders.
FQ

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. Floyd Query

Dear Sir:

We have had the wage rates which accompanied your Notice to Contractors checked with our Department of Labor and Industries. They have notified us that a good many of the wage rates are incorrect, and attached hereto is a corrected list of minimum wage rates for Clark County. All of the wage rates followed by the letters UC have been revised and are correct as indicated.

The wage rates accompanying your Notice to Contractors should be corrected to agree with these new rates in order that they will comply with our State law. Also the wage rates accompanying your Special Provisions should be corrected in the same manner.

We have received, this date, a letter from Mr. Merchant drawing to our attention the fact that some of the wage rates are in error and requesting the information required in time to send out an Addendum on the project. We hope this material reaches you in time to have this done.

If we can be of any further assistance to you in this matter, please feel free to call upon us.

Very truly yours,

W. A. BUGGE
Director of Highways

Val Q. Rinehart
By: VAL Q. RINEHART
Asst. Engr., Plans & Contracts

2-25-58
Gardner has
taken care of
this

WAB:cr
HWG
cc: Bugge
Ivan D. Merchant, Oregon State Highway Commission

REFERRED TO
Query
BY SECRETARY

NOTED

DIVISION OF
PLANS & CONTRACTS
FEB 19 1958
Noted
KENYON
RINEHART
JAYNE

OREGON STATE HIGHWAY COMMISSION

NOTICE TO CONTRACTORS

PORTLAND-VANCOUVER, WN. INTERSTATE (EAST) BRIDGE

Time and Place of Receiving Bids:

Sealed bids for the work described below will be received by the State Highway Commission of the State of Oregon in the Queens Room of the Imperial Hotel, Portland, Oregon, at 9:00 a.m., Thursday, March 27, 1958.

Type of Project:

This is a cooperative project to be financed and built under a tri-party agreement between the States of Oregon and Washington, acting through their respective State Highway Commissions, and the Washington Toll Bridge Authority. By authority of this agreement, all matters pertaining to furnishing plans and specifications to bidders and receipt of proposals are being handled by the State Highway Commission of the State of Oregon, address: State Highway Building, Salem, Oregon.

Description of Work:

The work for which bids are to be received consists of the following work on the East Bridge over the Columbia River on the Pacific Highway in the vicinity of Portland, Multnomah County, Oregon, and Vancouver, Clark County, Washington.

Substructure: Reinforce and raise five existing piers, remove entirely one existing pier and raise only one existing pier.

Superstructure: Remove two existing 265-foot steel spans and replace with one new 531-foot steel span, remove one existing 265-foot steel span and replace with concrete viaduct, raise all spans to new grade line corresponding to new West Bridge grade line, redeck completely two existing steel spans, remove existing counterweight cables and place new cables, make other minor revisions to machinery and electrical systems and perform incidental and miscellaneous work as required by the Plans and Specifications.

Quantities:

The work involves the following approximate quantities: Shoring and Cribbing; 6,900 cubic yards structural excavation; 239,000 linear feet timber piling; drive 468 piles, 2,590 cubic yards seal concrete; 7,540 cubic yards Class "A" concrete; 779,000 pounds metal reinforcement; 31,000 pounds tie rods; remove 2,750 cubic yards concrete; remove 1,600 tons structural steel; 1,831,000 pounds structural steel; 25 tons A-C paving; 75,000 pounds counterweight wire rope; 90,000 pounds castings; 540 linear feet metal rail; 200 square yards concrete slab slope protection riprap and 34,000 tons pier protection riprap.

PAUL M. O'BRIEN
Director

J. L. DI JULIO
Supervisor

STATE OF WASHINGTON
DEPARTMENT OF LABOR AND INDUSTRIES
INDUSTRIAL RELATIONS DIVISION
NEW FIELD ARMORY
305 HARRISON STREET
SEATTLE 9, WASHINGTON

Notice to Contractors,
Interstate (East) Bridge - 2

1889

County of Clark

For Portland - Vancouver

Date February 17, 1958

Interstate (East) Bridge
(Project name, number and county)

Page 2 of 5 pages

Wage Rates:

In accordance with the Provisions of Chapter 39.12 of the Revised Washington Statutes, the contracting parties hereto have ascertained the general prevailing rates of wages applicable to the work to be done within the State of Washington to be as follows:

Hourly Minimum Wage Rate - Clark County

JOB CLASSIFICATION	PER HOUR
Adnum, Yeager or Similar Type Spreaders	$ 2.92
Air Compressor	2.74
Air Compressor, over 1,000 C.F. Stationary	2.86
Any Machine not Classified	2.98
Asphalt Plant Engineer - Operator	2.92
Batch Plant Operator	2.86
Blade Operator, Power, over 50 H.P.	3.20
Blade Operator, Power, 50 H.P. and under	2.96
Blade Operator (Pull Type)	2.64
Burnerman on Drier, Fireman	2.74
Cement Hog	2.74
Clamshell Dredge	3.28
Combination Batch & Mixer Operator (Multiple Units of 3 Mixers or more)	3.20
Concrete Batch and Wet Mix, Operator	2.64
Concrete Mixer, 1 to 5 Bag Capacity	2.82
Concrete Mixer, 5 Bag Capacity and over	2.98
Concrete Mixer, Dual	3.04
Concrete Road Paver	3.04
Cranes, Locomotive, Whirley, Gantry, Hammerhead	3.28
Crusher Plant Operator	2.92
Derrick Operator, Live Boom	3.28
Drills, Churn and Core Drill	2.98
Earth Boring Machine	2.98
Elevating Grader Operator	2.98
Finish Machine Operator	2.74
Firemen, Dredge, Floating Derrick, Retort, Shovel	2.64
Generator Plant Operator, Diesel-Electric	3.04
Greaser on Equipment Spread	2.64
H. D. Mechanic or Welder	3.10
H. D. Mechanic Helper	2.58
Hoist, Single Drum	2.86
Hoist, Two or more Active Drums on Hoist	3.20
Mixermobile	3.16
Oiler on Crane, Dragline and Shovel	2.52

Edith L. Norman
EDITH L. NORMAN, *Industrial Statistician.*

Notice to Contractors,
Interstate (East) Bridge - 3

COUNTY OF Clark

DATE February 17, 1958

PAGE 3 OF 5 PAGES

JOB CLASSIFICATION	PER HOUR	
Piledriver Engineer	$ 3.20	
Power Loader Operator, Bucket Elevator	2.68	
Power Shovels, Draglines, Cranes, under 1 cu. yd.	3.16	
Power Shovels, Draglines, Cranes, 1 cu. yd. and under 5 cu. yds.	3.28	
Power Shovels, Draglines, Cranes, 5 cu. yds. and over	3.68	
Pugmixer or Box Operator	2.74	
Pumpman, under 4 inches	2.52	
Pumpman, 4 inches and over	2.74	
Road Roller, Grading and Surfacing	2.64	
Road Roller, Finishing High-Type Pavement	2.98	
Scoopmobile and Sim. Type Machines, 1½ yards and under	2.68	
Scoopmobile and Sim. Type Machines, over 1½ yards	2.98	
Screed Operator	2.74	
Stationary Drag Scraper Operator	2.64	
Surface Heater and Planer	3.10	
Tractor Tandem Carry-All	3.10	
Tractor, 50 H.P. and under, incl. Traxcavator	2.86	
Tractor, over 50 H.P.	3.10	
Tractor 2 or 4 Wheel with Scraper (50 H.P. and under)	2.96	
Tractor 2 or 4 Wheel with Scraper (Over 50 H.P.)	3.20	
Trenching Machines, 7 ft. depth capacity - Mfgrs. Rating	2.86	
Trenching Machines, over 7 ft. capacity - Mfgrs. Rating	2.98	
Truck Crane Oiler - Driver	2.64	
Concrete Buggies, Power Operated	2.60	- U.C.
Dumptors	2.70	" "
Greaser and Tiremen	2.60	" "
Lift Jitney or Handy Andy, all sizes	2.60	" "
Oil Distributor Driver and Leverman	2.65	" "
Side, End and Bottom Dump Trucks incl. Semi Trucks & Trains, 6 yds. and under	2.60	" "
Side, End and Bottom Dump Trucks incl. Semi Trucks & Trains, over 6 and incl. 10 yards	2.70	" "
Side, End and Bottom Dump Trucks incl. Semi Trucks & Trains, over 10 and incl. 20 yards	2.90	" "
Side, End and Bottom Dump Trucks incl. Semi Trucks & Trains, over 20 and incl. 30 yards	3.00	" "
Side, End and Bottom Dump Trucks incl. Semi Trucks & Trains, over 30 yds.	3.10	" "
Solo Flatbed and Misc. Body Trucks, 0 to and incl. 4 tons	2.60	" "
Solo Flatbed and Misc. Body Trucks, over 4 tons and incl. Semi-Trailer and Truck and Trailer not to exceed 10 tons	2.60	" "
Transit Mix or Wet Mix Trucks, 3 yds. and under	2.60	" "
Transit Mix or Wet Mix Trucks, over 3 yards	2.70	" "
Trucks, Semi-Trailer, and Truck and Trailer, over 10 tons incl. Low Bed	2.65	" "
Truck Helper, Steady	2.60	" "
Two-Wheeled Power Tractor with Trailer, 9 yards and under	2.90	" "
Two-Wheeled Power Tractor with Trailer, over 9 yards and incl. 20 yards	3.00	" "
Two-Wheeled Power Tractor with Trailer, over 20 yards	3.10	" "
Warehousemen, Warehouse Parts and Tool Men	2.60	" "

Notice to Contractors,
Interstate (East) Bridge - 4

COUNTY OF Clark

DATE February 17, 1958

PAGE 4 OF 5 PAGES

JOB CLASSIFICATION	PER HOUR	
Asphalt Rakers		
Asphalt Plant Oilers	$ 2.90	- U.C.
Asphalt Spreaders	2.60	" "
Batch Weighman, Broomers, Cement Buckers, Concrete Buggymobile, Puddlers, Rodders, Rubbers (not finishing), Spreaders, Curing, Sprayman and Joint-Dowel-Tie Bar Setters	2.60	" "
Brush Burners	2.60	" "
Car Loaders and Choker Setters	2.60	" "
Car and Truck Loaders and Road Pump Tenders	2.60	" "
Crusher Feeders, Fine Graders, Stockpilers	2.60	" "
Culverts, Hand Labor and Sewer Laborers	2.60	" "
Drills, more than 350 C. F. of Air	2.60	" "
Dumpers, Road Oiling Crews	2.90	" "
Dumpman, Grading Crews	2.60	" "
Flagmen, Traffic	2.60	" "
Form Strippers, Swinging Stage	2.60	" "
Jackhammer and Power Tool Operator, Incl. Chipping Guns, Paving Breakers, Vibrator Operator - Other than Paving	2.75	" "
Powderman	2.75	" "
Power Saw Operator, Bucking and Falling	2.90	" "
Ribbon Setters, Head	2.90	" "
Riprap Man on Hand-Placed Rip-Rap	2.75	" "
Slopers	2.60	" "
Timber Buckers and Fallers	2.60	" "
Timber Fallers and Buckers, in production of Merchantable Logs	2.60	" "
Vibrator Operator, Paving only, incl. Sidewalks and Curbs	2.75	" "
Carpenters - Journeymen	2.60	" "
Cement Masons	3.10	" "
Ironworker - Structural and Ornamental	3.15	" "
Ironworker - Reinforcing	3.40	" "
Pilemen, Bridgemen, Wharfbuilders	3.20	" "
Pile Boom Man	3.20	" "
Piledrivermen Riggers, Burnerman and Welders	3.30	" "
Stationary Power Saw Operator	3.20	" "
Bricklayers (Clark)	3.25	" "
Electrical Workers (Clark)	3.65	" "
Painter - Brush (Clark)	3.38	" "
Painter - Spray (Clark)	3.075	" "
Painter - Structural Steel (Clark)	3.20	" "
Sandblaster (Clark)	3.20	" "
	3.20	" "

Rates of wages applicable to the work to be done within the State of Oregon shall comply with Oregon laws.

(Cont'd. next page)

Prequalification of Bidders:

Prequalification of bidders will be required in accordance with the provisions of Oregon Revised Statutes 279.010 to 279.024, inclusive, and Chapter 47.28.070 of the Revised Washington Statutes.

Plans and Specifications:

Full information for bidders may be obtained at the office of the Oregon State Highway Commission, State Highway Building, Salem, Oregon.

Plans and specifications may be inspected at the same place and may be obtained by elegible bidders upon payment of $2.00 per set.

Plans and specifications may be inspected at the office of the Associated General Contractors at Portland, Oregon; Seattle, Tacoma and Spokane, Washington; Boise, Idaho; and San Francisco and Los Angeles, California.

The right is reserved to reject any and all proposals or to accept the proposal deemed best for the States of Oregon and Washington.

OREGON STATE HIGHWAY COMMISSION

Chas. H. Reynolds, Chairman
M. K. McIver, Commissioner
Robert B. Chessman, Commissioner

W. C. Williams
State Highway Engineer

ATTEST:
H. B. Glaisyer
Secretary to Commission (Oregon)

WASHINGTON STATE HIGHWAY COMMISSION

Ernest A. Cowell, Chairman
H. E. Morgan, Member
O. E. Stone, Member
R. A. Moisio, Member
Ernest J. Ketcham, Member

W. A. Bugge
Director of Highways

ATTEST:
Lorentz Goetz
Secretary to Commission (Washington)

WASHINGTON TOLL BRIDGE AUTHORITY

Albert D. Rosellini, Governor and Chairman of Authority
Cliff Yelle, State Auditor
Lloyd Nelson, Director, Department of General Administration
Ernest A. Cowell, Chairman, Washington State Highway Commission
Francis Pearson, Chairman, Public Service Commission
D. B. Hedges, Secretary of Authority

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OFFICE OF CITY AUDITOR
7971-534
5205

CITY OF PORTLAND
OREGON

WILL GIBSON
CITY AUDITOR

February 19, 1958

Mr. H.B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Please be advised that the City Council Wednesday, February 19, 1958, referred the communication from the Oregon State Highway Commission transmitting copy of "Notice to Contractors" covering the receiving of bids for the Portland-Vancouver Interstate (East) Bridge, to the Commissioner of Public Works, Mr. William A. Bowes, for his consideration.

You will be further advised when Commissioner Bowes makes his report to the Council.

Yours very truly,

Will Gibson.
Auditor of the City of Portland

RLM:jr
Cal 788

NOTED
H. B. GLAISYER

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OREGON
STATE HIGHWAY COMMISSION

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Feb. 18, 1958

Washington State Department of Highways
220 Transportation Building
Olympia, Washington

Attn.: Mr. Rinehart

Gentlemen:

As promised to Mr. Grant on the telephone last week, we have attached a list of bidding plan holders for the remodeling of the Interstate Bridge between Portland, Oregon, and Vancouver, Washington.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:em
attach.

Guy F. Atkinson Co.
Macco Corp.
Peter Kiewit Sons' Co.
Kansas City Bridge Co.
Lee Hoffman
Condon-Cunningham, Inc.
Ben C. Gerwick
Manson Const. & Engineering Co.
General Construction Co.
Judson Pacific-Murphy Corp.
Bethlehem Pacific Coast Steel Corp.
The Steel Construction Co. of Oregon
Fred J. Early Jr. Co., Inc.
Independent Iron Works, Inc.
C. J. Montag & Sons (as soon as they get their rating revised in Washington)

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COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

1271-224

5305

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 17, 1958

NOTE:
W. C. WILLIAMS

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

We have received a copy of the bill introduced in the Senate by Senator Magnuson providing for the use of Interstate Highway funds to retire bonds on the Interstate Bridge. This immediately raises the question as to the effect on the financing of the project by the two states should the bill pass. I am having our office draw up a statement of estimated total construction costs segregated by items that would be eligible for federal aid and items that would not be eligible.

In general, I believe this would be as follows:

Washington:

(1) One-half cost of new bridge over Columbia River.

(2) One-half cost of revision to existing bridge less one-half of the cooperation by the Federal Government under the Truman-Hobbs Act.

(3) Current project on Washington approaches.

(4) Right-of-way costs in Washington.

(5) Engineering costs incurred by Washington

Oregon:

(1) One-half cost of new bridge over Columbia River.

(2) One-half cost of revision to the existing bridge less one-half of the cooperation by the Federal Government under the Truman-Hobbs Act.

Oregon (cont.)

(3) All work on the Oregon approaches including the reconstruction of the Oregon Slough Bridge and the interchange structures at the south end of the project.

(4) Right-of-way costs in Oregon.

(5) Engineering costs incurred by Oregon.

A portion of the reconstruction costs on the existing bridge are in the nature of maintenance and may be ruled as ineligible for federal aid, but I believe we can support our position on the grounds that the work is necessary to bring the structure up to Interstate standards.

In addition to the construction costs, we have the financing costs including discount on the bonds, interest until the bonds are retired, attorney's fee and other incidental costs. The first date for the redemption of bond is 1961 and these costs undoubtedly will be a considerable sum. An estimate of such costs should be included with the construction costs if a complete picture is shown. Since you are handling the financial end of the project, this information should come from your office. If you can furnish it, I will combine it with the construction costs for a complete report.

Very truly yours,

W. C. Williams
State Highway Engineer

By Original signed
G. S Paxson

G. S. Paxson
Assistant State Highway Engineer

GSP:fn

cc Mr. W. A. Bugge, Director
Washington Department of Highways
Transportation Building
Olympia, Washington

Mr. W. C. Williams ✓
Mr. C. A. Gardner

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COMMISSIONERS

ERNEST A. COWELL, CHAIRMAN
EUREKA

H. E. MORGAN
LONGVIEW

C. E. STONE
SPOKANE

R. A. MOISIO
TACOMA

ERNEST J. KETCHAM
SEATTLE

LORENZ GOETZ, SECRETARY
OLYMPIA

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

1889

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

DISTRICT OFFICES

NO. 1 SEATTLE 8
6431 CORSON AVE.

NO. 2 WENATCHEE
P. O. BOX 98

NO. 3 OLYMPIA
P. O. BOX 327

NO. 4 VANCOUVER
4200 MAIN STREET

NO. 5 YAKIMA
P. O. BOX 52

NO. 6 SPOKANE 21
N. 2820 MAYFAIR ST.

NO. 7 SEATTLE 4
480 SPOKANE ST.

(Encl)

February 14, 1958

COPY

Senator Warren G. Magnuson
Senate Office Building
Washington, D. C.

Dear Warren:

In response to your letter of January 28, 1958 regarding the financial responsibility of the Corps of Engineers under the Truman-Hobbs Act for the cost of alteration of the Interstate Bridge between Portland and Vancouver, I have been in collaboration with the State Highway Engineer of Oregon and together we have prepared a history of the events leading up to requirements for altering the existing Interstate Bridge across the Columbia River between Portland and Vancouver and a summary of the present status of the project, together with seven photographs of the project as it existed on February 10, 1958.

The Columbia River Bridge between Portland, Oregon, and Vancouver, Washington, is the principal interstate connection between Western Oregon and Western Washington. It is on the established route of US 99 and will be an integral part of the National System of Interstate and Defense Highways.

The existing Columbia River Bridge, which was completed in 1917, consists of a series of steel through trusses having a total length of 3,532 feet. It has a roadway width of 38 feet between curbs and is operated as a four-lane structure, two lanes in each direction. The annual average daily traffic now exceeds 32,500 vehicles.

As early as 1940 when the annual average daily traffic was under 20,000 vehicles, it was realized that the existing bridge would be overcrowded within a few years due to natural traffic growth. A number of conferences between highway officials of the two states were held, and in 1950 and 1951 a study of possible additional facilities was made. This study showed conclusively that a second bridge, parallel to the existing bridge, carrying southbound traffic while the existing bridge carried northbound traffic and using each bridge for three lanes, was the most serviceable and economical solution.

The scarcity of highway funds at that time did not allow the financing of such a relatively major project with the usual highway revenue. While a toll facility was highly undesirable, this method of financing was agreed upon as the only feasible way in which the project could be built.

FILED
S. PAXSON

As a result of conferences between appropriate officials, an agreement was entered into under date of August 9, 1954, between the States of Oregon and Washington, by and through their respective State Highway Commissions, and the Washington Toll Bridge Authority. That agreement was subsequently amended under date of April 17, 1955. The amended agreement provided for the construction of a new bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington; the alteration or reconstruction of the existing bridge between Portland and Vancouver; the maintenance and operation of both bridges as a single toll facility; the issuance and sale of revenue bonds for the purpose of providing funds for the project; and the imposition and collection of toll charges for the use of both bridges for the purpose of providing revenue for the payment of bonds and interest and the cost of necessary maintenance and operation of the bridges. The amended agreement expressly provides for the termination of toll charges and operation of the bridges as free facilities as soon as all bonds have been retired.

In order to accomplish the objectives set forth in the agreement, the parties thereto assumed the following summarized obligations:

The State of Oregon agreed to make preliminary tests and examinations, to prepare necessary plans and specifications and to make estimates of the costs of the project, to acquire all necessary rights of way within the boundaries of Oregon, to call for bids and award contracts in the name of both states for the completion of the project, to supervise the construction work, and to perform certain other miscellaneous obligations.

The State of Washington agreed to acquire all necessary rights of way within its boundaries, to cooperate with and assist the State of Oregon in the project, and to perform certain other miscellaneous obligations.

The Washington Toll Bridge Authority agreed to make necessary preliminary studies and reports; to issue and sell revenue bonds in the name of and as the sole obligation of the Washington Toll Bridge Authority in amounts sufficient to pay all costs of the project including financing costs; to operate the bridges as a single toll facility after completion; and to collect and disburse revenues derived from the bridge for the retirement of bonds, payment of interest, and other necessary expenditures.

The Columbia River is a navigable stream and the construction required a permit from the Secretary of the Army. Such permits are issued upon recommendations of the Corps of Engineers, U. S. Army, which was represented in the negotiations by Col. Lipscomb, at the time District Engineer for the Corps of Engineers in the Portland District.

Our intention when this project was begun was to duplicate the existing bridge with a structure providing the same clearances for navigation that had served the river traffic for the past forty years. An application for such authorization was made on October 1, 1953. This application was for a second bridge identical with the existing structure insofar as clearances for navigation are concerned. At a public hearing on November 19, 1953, objections were raised by the navigation interests, not so much to the second structure as to the inconvenience occasioned by the existing bridge. After a second hearing held March 17, 1954, a permit was granted requiring the states to raise the grade line of the new bridge to provide 39½ feet additional vertical clearance under two of the south approach spans and to replace two of the truss spans by a single span 530 feet in length. No modification of the existing bridge was required.

The two states reluctantly accepted these conditions. The cost of the new structure was materially increased. Until the existing bridge was modified to conform with the clearances of the new structure no benefits accrued to anyone, and considerable inconvenience and added cost would be caused the vehicular traffic without any benefit being realized by river traffic. The permit for the new structure was issued under date of June 18, 1954.

This arrangement did not satisfy either the navigation interests or the Highway Commission of the two states, and requests were made for a reconsideration of the matter. A public hearing was held June 20, 1955 before the District Engineer, U. S. Engineers, at which time a strong case was made by navigation interests for the modification of the existing bridge to conform to the clearances of the new structure. After conference with the District Engineer, and in accordance with his instructions, plans were submitted by the States showing revisions to the old bridge to provide clearances identical with those required by the permit for the new structure. In submitting these plans the States advised the District Engineer as follows: "The States of Washington and Oregon consent to this revised plan subject to the conditions that, under the terms of the Truman-Hobbs Act, all of the costs incurred in remodeling the existing bridge be borne by the federal government." The Secretary of the Army on November 16, 1955, formally ordered the States to remodel the old bridge to, "Provide navigation clearances equal in all respects to those to be provided in the parallel bridge under the plans approved by the Department on 18 June 1954." I am attaching a copy of this order.

The Truman-Hobbs Act provides that when revisions to existing bridges are ordered the costs of the work will be allocated to the owners and the federal government in the same ratio that benefits to land and water traffic bear to each other. It was our original position that the revisions were solely for the benefit of navigation. The point was made that with the greater clearances the draw span would be opened less often and that highway traffic would suffer less inconvenience and therefore benefit. In order to reach an agreement the States accepted an equal division of the costs between the States and the federal government. This agreement was confirmed by a letter from the Corps of Engineers dated December 1, 1955, a copy of which is attached.

It appeared at that time that a definite commitment had been made and that we could proceed with the work with the assurance of federal cooperation. We complied with all regulations relative to the submission of plans and specifications to the federal government and on July 12, 1957, submitted final plans, specifications and preliminary estimates for the apportionment of costs. On October 25, 1957, a letter from the District Engineer was received reading in part as follows: "The plans and specifications are satisfactory and are conditionally approved subject to availability of funds. Approval as required by Section 5 of the Bridge Alteration Act, with its requirement that bids be taken within 90 days after notification of such approval cannot be given until funds are appropriated for the alteration."

This leaves the States in an almost impossible situation. The new bridge will be opened to traffic July 1, 1958, and our schedule calls for the remodeling of the old bridge to be completed January 1, 1960. We cannot impose tolls until both structures are ready.

Bonds have been issued for the construction of the new bridge with redemption dates predicated upon immediate reconstruction of the old bridge, opening of the entire project to traffic and collection of tolls. We have no option but to proceed on our schedule and hope an appropriation will be made enabling the Chief of Engineers to give formal approval to the project.

I note in the letter of January 17, 1958, from Gen. Person to you, that an appropriation of only a part of the cost of alteration would permit the Department to enter into a continuing contract. We would, of course, like to have reimbursement for our expenditures as they are made, but, if a partial appropriation will expedite the necessary action by the Congress, I feel that a continuing contract will safeguard our interests. The figure of $1,170,000 given in Gen. Person's letter is based on estimates only and may or may not cover all actual reimbursable costs. This can only be determined when the work is complete.

I trust that this will give you the necessary information to secure relief from the untenable position we are in due to no fault of our own. The revision of the old bridge was forced upon us. The cost of the revision to the States will equal the federal government's cost of $1,170,000. The increased clearances of the new bridge have added at least $500,000 to its cost. The additional year and a half for construction of the entire project will add approximately $850,000 to the interest charges during construction. The additional costs to the States due to the additional clearances will total at least $2,500,000. I strongly urge that the Congress enact some legislation that will enable the Corps of Engineers to proceed with their part of the project as intended by the Truman-Hobbs Act.

Respectfully yours,

W. A. BUGGE
Director of Highways

WAB:bd

cc: Oregon State Highway Dept.

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Bridges 52-5
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Interstate 6

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Interstate Bridge Remodeling
Notice to Contractors
Mar. 27, 1958

D J of C - Portland Sent 2-5-58
Cont. 4 times - Feb. 10, 17, 24 - Mar 3

Advertise in D J C - Seattle Sent 2-5-58
4 times - Feb. 10, 17, 24 - Mar 3

Advertise in Daily Pacific Builder - Frisco Sent 2-5-58
2 times - Feb. 10 + 24

Advertise in Pacific Builder & Engineer - Seattle Sent 2-5-58
once - ~~Feb. 10~~

Advertise in Southwest Builder - Los Angeles (Published on Fridays) Sent 2-5-58
2 times - 1st issue & 2 wks after.

Send notice to Wash. Hwy Com. Johanna 2-10
" " " " Toll Bridge Auth. Johanna 2-10
" " " " Hwy Director - W A Bugge Johanna 2-10
" " " Oregon Hwy Com. Johanna 2-10
" " " Press in Capitol Bldg. Cec Head 2-10
" " " Bridge and Electrical Contractors and material men Cec Head 2-10
" " " Mult. Co., Vancouver & Portland Johanna 2-10

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February 11, 1958

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Re: Portland-Vancouver
Interstate Bridge

Dear Mr. Bugge:

I am attaching hereto a suggested draft of a letter to Senator Magnuson in reply to his letter to you dated January 28. Since this is your letter, I am making the reply in draft form so that you may easily make any changes you think advisable. I am attaching extra copies of the order from the U. S. Engineers to revise the existing bridge and of the letter of December 1, 1955 signifying their approval of the plans and the allocation of cost.

Since writing the attached draft of the report to Senator Magnuson, I have had pictures taken of the project as it existed yesterday. I would suggest that a set of these pictures be sent to Senator Magnuson to show him why it is so necessary that we go ahead with the raising of the existing bridge at the present time. These pictures are from our negatives 33-258 - Nos. 3, 5, 6, 10, 11, 14, and 21. If you need more prints, I will have them made.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attachments

cc Mr. D. B. Hedges

Mr. W. C. Williams

DRAFT OF SUGGESTED LETTER FOR SIGNATURE OF MR. BUGGE

Senator Warren G. Magnuson
Senate Office Building
Washington, D. C.

Dear Senator Magnuson:

In response to your letter of January 28, 1957, I will attempt to give you a history of the events leading up to requirements for altering the existing Interstate Bridge across the Columbia River between Portland and Vancouver and a summary of the present status of the project.

The Columbia River Bridge between Portland, Oregon, and Vancouver, Washington, is the principal interstate connection between Western Oregon and Western Washington. It is on the established route of US99 and will be an integral part of the National System of Interstate and Defense Highways.

The existing Columbia River Bridge, which was completed in 1917, consists of a series of steel through trusses haveing a total length of 3,532 feet. It has a roadway width of 38 feet between curbs and is operated as a four-lane structure, two lanes in each direction. The annual average daily traffic now exceeds 32,500 vehicles.

As early as 1940 when the annual average daily traffic was under 20,000 vehicles, it was realized that the existing bridge would be overcrowded within a few years due to natural traffic growth. A number of conferences between highway officials of the two states were held, and in 1950 and 1951 a study of possible additional facilities was made. This study showed conclusively that a second bridge, parallel to the existing bridge, carrying southbound traffic while the existing bridge carried northbound traffic and using each bridge for three lanes, was the most serviceable and economical solution.

The scarcity of highway funds at that time did not allow the financing of such a relatively major project with the usual highway revenue. While a toll facility was highly undesirable, this method of financing was agreed upon as the only feasible way in which the project could be built.

As a result of conferences between appropriate officials, an agreement was entered into under date of August 9, 1954, between the States of Oregon and Washington, by and through their respective State Highway Commissions, and the Washington Toll Bridge Authority. That agreement was subsequently amended under date of April 17, 1955. The amended agreement provided for the construction of a new bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington; the alteration or reconstruction of the existing bridge between Portland and Vancouver; the maintenance and operation of both bridges as a single toll facility; the issuance and sale of revenue bonds for the purpose of providing funds for the project; and the imposition and collection of toll charges for the use of both bridges for the purpose of providing revenue for the payment of bonds and interest and the cost of necessary maintenance and operation of the bridges. The amended agreement expressly provides for the termination of toll charges and operation of the bridges as free facilities as soon as all bonds have been retired.

In order to accomplish the objectives set forth in the agreement, the parties thereto assumed the following summarized obligations:

The State of Oregon agreed to make preliminary tests and examinations, to prepare necessary plans and specifications and to make estimates of the costs of the project, to acquire all necessary rights of way within the boundaries of Oregon, to call for bids and award contracts in the name of both states for the completion of the project, to supervise the construction work, and to perform certain other miscellaneous obligations.

The State of Washington agreed to acquire all necessary rights of way within its boundaries, to cooperate with and assist the State of Oregon in the project, and to perform certain other miscellaneous obligations.

The Washington Toll Bridge Authority agreed to make necessary preliminary studies and reports; to issue and sell revenue bonds in the name of and as the sole obligation of the Washington Toll Bridge Authority in amounts sufficient to pay all costs of the project including financing costs; to operate the bridges as a single toll facility after completion; and to collect and disburse revenues derived from the bridge for the retirement of bonds, payment of interest, and other necessary expenditures.

The Columbia River is a navigable stream and the construction required a permit from the Secretary of the Army. Such permits are issued upon recommendation of the Corps of Engineers, U. S. Army, which was represented in the negotiations by Col. Lipscomb, at that time District Engineer for the Corps of Engineers in the Portland District.

Our intention when this project was begun was to duplicate the existing bridge with a structure providing the same clearances for navigation that had served river traffic for the past forty years. An application for such authorization was made on October 1, 1953. This application was for a second bridge identical with the existing structure insofar as clearances for navigation are concerned. At a public hearing on November 19, 1953, objections were raised by the navigation interests, not so much to the second structure as to the inconvenience occasioned by the existing bridge. After a second hearing held March 17, 1954, a permit was granted requiring the states to raise the grade line of the new bridge to provide 3½ feet additional vertical clearance under two of the south approach spans and to replace two of the truss spans by a single span 530 feet in length. No modification of the existing bridge was required.

The two states reluctantly accepted these conditions. The cost of the new structure was materially increased. Until the existing bridge was modified to conform with the clearances of the new structure no benefits accrued to anyone, and considerable inconvenience and added cost would be caused the vehicular traffic without any benefit being realized by river traffic. The permit for the new structure was issued under date of June 18, 1954.

This arrangement did not satisfy either the navigation interests or the Highway Commissions of the two states, and requests were made for a reconsideration of the matter. A public hearing was held June 20, 1955 before the District Engineer, U. S. Engineers, at which time a strong case was made by navigation interests for the modification of the existing bridge to conform to the clearances of the new structure. After conference with the District Engineer, and in accordance with his instructions, plans were submitted by the States showing revisions to the old bridge to provide clearances identical with those required by the permit for the new structure. In submitting these plans the States advised the District Engineer as follows: 'The States of Washington and Oregon consent to this revised plan subject to the condition that, under the terms of the Truman-Hobbs Act, all of the costs incurred in remodeling the existing bridge be borne by the federal government."

The Secretary of the Army on November 16, 1955, formally ordered the States to remodel the old bridge to, "Provide navigation clearances equal in all respects to those to be provided in the parallel bridge under the plans approved by the Department on 18 June 1954." I am attaching a copy of this order.

The Truman-Hobbs Act provides that when revisions to existing bridges are ordered the costs of the work will be allocated to the owners and the federal government in the same ratio that benefits to land and water traffic bear to each other. It was our original position that the revisions were solely for the benefit of navigation. The point was made that with the greater clearances the draw span would be opened less often and that highway traffic would suffer less inconvenience and therefore benefit. In order to reach an agreement the States accepted an equal division of the costs between the States and the federal government. This agreement was confirmed by a letter from the Corps of Engineers dated December 1, 1955, a copy of which is attached.

It appeared at that time that a definite commitment had been made and that we could proceed with the work with the assurance of federal cooperation. We complied with all regulations relative to the submission of plans and specifications to the federal government and on July 12, 1957, submitted final plans, specifications and preliminary estimates for the apportionment of costs. On October 25, 1957, a letter from the District Engineer was received reading in part as follows: "The plans and specifications are satisfactory and are conditionally approved subject to availability of funds. Approval as required by Section 5 of the Bridge Alteration Act, with its requirement that bids be taken within 90 days after notification of such approval can not be given until funds are appropriate for the alteration."

This leaves the States in an almost impossible situation. The new bridge will be opened to traffic July 1, 1958, and our schedule calls for the remodeling of the old bridge to be completed January 1, 1960. We can not impose tolls until both structures are ready.

Bonds have been issued for the construction of the new bridge with redemption dates predicated upon immediate reconstruction of the old bridge, opening of the entire project to traffic and collection of tolls. We have no option but to proceed on our schedule and hope an appropriation will be made enabling the Chief of Engineers to give formal approval to the project.

I note in the letter of January 17, 1958, from Gen. Person to you, that an appropriation of only a part of the cost of alteration would permit the Department to enter into a continuing contract. We would, of course, like to have reimbursement for our expenditures as they are made, but, if a partial appropriation will expedite the necessary action by the Congress, I feel that a continuing contract will safeguard our interests. The figure of $1,170,000 given in Gen. Person's letter is based on estimates only and may or may not cover all actual reimbursable costs. This can only be determined when the work is complete.

I trust that this will give you the necessary information to secure relief from the untenable position we are in due to no fault of our own. The revision of the old bridge was forced upon us. The cost of the revision to the States will equal the federal government's cost of $1,170,000. The increased clearances of the new bridge have added at least $500,000 to its cost. The additional year and a half for construction of the entire project will add approximately $850,000 to the interest charges during construction. The additional costs to the States due to the additional clearances will total at least $2,500,000. I strongly urge that the Congress enact some legislation that will enable the Corps of Engineers to proceed with their part of the project as intended by the Truman-Hobbs Act.

Respectfully yours,

20

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

CORPS OF ENGINEERS, U.S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPVL

December 1, 1955

Original written date 12-1-55

REFER TO FILE
NO

Mr. R. H. Baldock
Chief Engineer
Oregon State Highway Department
State Office Building
Salem, Oregon

RE: Alteration of Interstate Bridge across Columbia River, Portland, Oregon, to Vancouver, Washington

Orig Nov. 16, 1955

Dear Sir:

You are advised that with respect to subject-captioned bridge, this office is now in receipt of the determination by the Secretary of the Army that the existing Interstate Bridge is unreasonably obstructive to navigation and should be altered to correspond with approved plans of the new parallel bridge.

Approval has also been granted for acceptance of the offer by the Washington State Department of Highways and the Oregon State Highway Department to contribute 50 percent of the costs of such alteration exclusive of salvage and expired service life values.

Before personal service of the Secretary's formal order is made upon each commission, it is required that this office be in receipt of satisfactory formal assurances by the commission of its intent and ability to include in the apportionment provided by Section 6 of the Act of Congress of June 21, 1940, as amended (Truman-Hobbs Act), an additional sum, under the last proviso of said section, sufficient to make the share of the two state highway departments 50 percent of the total cost to be apportioned. It is requested that these assurances be furnished as soon as practicable.

Your attention is invited to Section 4 of the above-referenced Act which requires submission of general plans and specifications within 90 days after service of the order. Although this requirement of law cannot be waived the Department of the Army is prepared to accept for review such plans and specifications as can be prepared and submitted within the 90-day period in compliance with the law, to be supplemented as soon as practicable by such additional plans as may be necessary for final approval.

You should also take cognizance of the requirements of Section 5 of the Truman-Hobbs Act which requires taking of bids in such manner as the Secretary of the Army may prescribe within 90 days after his approval of plans and specifications.

In the event the two state highway commissions desire to make a joint submission of the formal assurances required, this office cannot see any objection to such procedure.

Please feel free to call upon this office for further assistance or information at any time.

Very truly yours,

DAVID S. PARKER
Colonel, Corps of Engineers
Acting District Engineer

NOTICE TO ALTER BRIDGE
DEPARTMENT OF THE ARMY
WASHINGTON, D. C.

_________________1955

TO: The Washington State Highway Commission
Olympia, Washington

and

The Oregon State Highway Department
Salem, Oregon

TAKE NOTICE THAT:

WHEREAS the Secretary of the Army has good reason to believe and does believe that the Interstate Highway bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington, is an unreasonable obstruction to the free navigation of the said Columbia River (a navigable waterway of the United States) due to hazards to navigation and insufficient horizontal and vertical clearances through the fixed spans of said bridge; and

WHEREAS the said bridge is jointly owned by the State Highway Departments of Oregon and Washington; and

WHEREAS a public hearing was held at Portland, Oregon, on 20 June 1955 in conformity with the provisions of Section 3 of the Act of Congress of 21 June 1940, as amended (33 U. S. C. 511-523), upon due notice given the Highway Departments of the States of Oregon and Washington and all other interested parties; and

WHEREAS the testimony adduced and the facts presented at said hearing have been duly considered by the Secretary of the Army and the Chief of Engineers; and

WHEREAS the following changes in said bridge have been recommended by the Chief of Engineers as necessary to render navigation through or under the bridge reasonably free, easy and unobstructed, to-wit:

> Provide navigation clearances equal in all respects to those to be provided in the parallel bridge under the plans approved by the Department on 18 June 1954.

NOW THEREFORE, In obedience to and by virtue of the provisions of Section 3 of the Act of Congress of 21 June 1940, as amended, [illegible] the Secretary of the Army, having first given the parties full opportunity to offer evidence and be heard, as required by that Section does hereby order the State Highway Departments of Oregon and Washington to make alterations in said bridge as described above.

Wilber M. Brucker
Secretary of the Army

RECEIVED
FEB 12 1958
FOR FILING

2271-534

5205

February 10, 1958

Mr. W. A. Bugge, Director of Highways
Chief Administrative Officer
Department of Highways
220 Transportation Building
Olympia, Washington

Dear Mr. Bugge:

I am enclosing for your information a copy of the State Highway Commission's "Notice to Contractors" covering the receiving of bids on March 27, 1958, for the Portland-Vancouver Interstate (East) Bridge.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

Encl.

RECEIVED
FEB 11 1958
FOR FILING

797-5-11

[illegible]

February 10, 1958

Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Gentlemen:

I am enclosing for your information a copy of the State Highway Commission's "Notice to Contractors" covering the receiving of bids on March 27, 1958, for the Portland-Vancouver Interstate (East) Bridge.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

Encl.

RECEIVED
FEB 10 1958
FOR FILING

717-5311

5295

February 10, 1958

Common Council
City of Vancouver
City Hall
Vancouver, Washington

Gentlemen:

I am enclosing for your information a copy of the State Highway Commission's "Notice to Contractors" covering the receiving of bids on March 27, 1958, for the Portland-Vancouver Interstate (East) Bridge.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

Encl.

RECEIVED
FEB 10 1958
FOR FILING

2271-E3W

5205

February 10, 1958

Board of County Commissioners
Multnomah County
Courthouse
Portland, Oregon

Gentlemen:

I am enclosing for your information a copy of the State Highway Commission's "Notice to Contractors" covering the receiving of bids on March 27, 1958, for the Portland-Vancouver Interstate (East) Bridge.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

Encl.

RECEIVED
FEB 10 1958
FOR FILING

7971-53
5-15

February 10, 1958

Common Council
City of Portland
City Hall
Portland, Oregon

Gentlemen:

I am enclosing for your information a copy of the State Highway Commission's "Notice to Contractors" covering the receiving of bids on March 27, 1958, for the Portland-Vancouver Interstate (East) Bridge.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

Encl.

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FOR FILING

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	☒
DAY LETTER	☐
NIGHT LETTER	☐

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WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	☐
LETTER TELEGRAM	☐
SHIP RADIOGRAM	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
7971-	534 205			

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 7, 1958
Time: 5:00 pm

Daily Journal of Commerce
83 Columbia Street
Seattle, Wn.

CHANGE DATE ON PORTLAND- VANCOUVER INTERSTATE BRIDGE AD TO READ 9:00 AM, MARCH27, 1958. Stop. QUEENS ROOM, IMPERIAL HOTEL, PORTLAND.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

CC:
Confirmation
Accounting
✓Files
C. W. Head

FAQ:fp

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	☒
DAY LETTER	☐
NIGHT LETTER	☐

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WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Southwest Builder
1660 Beverley Blvd.
Los Angeles, Calif.

Salem , Oregon
February 7, 1958
Time: 5:00 pm

CHANGE DATE ON PORTLAND-VANCOUVER INTERSTATE BRIDGE AD TO READ 9:00 AM, MARCH 27, 1958. Stop. QUEENS ROOM, IMPERIAL HOTEL, PORTLAND.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

CC:
CONFIRMATION
Accounting
✓Files
C. W. Head

FAQ:fp

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	☐
DAY LETTER	☐
NIGHT LETTER	☐

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WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHIP RADIOGRAM	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 7, 1958
Time: 4:45 p. m.

Daily Journal of Commerce
711 S. W. 14th Ave.
Portland, Oregon

CHANGE DATE ON PORTLAND-VANCOUVER INTERSTATE BRIDGE AD TO READ

9:00 AM MARCH 27, 1958. Stop. QUEENS ROOM, IMPERIAL HOTEL, PORTLAND.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

CC:
Confirmation
Accounting
Files
C. W. Head

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM ☐
DAY LETTER ☐
NIGHT LETTER ☐

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WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 7, 1958
Time: 4:15 p.m.

Pacific Builder and Engineer
2418 - 3rd Avenue
Seattle, Washington

CHANGE DATE ON PORTLAND-VANCOUVER INTERSTATE BRIDGE AD TO READ 9:00 AM MARCH 27, 1958. Stop. QUEENS ROOM, IMPERIAL HOTEL, PORTLAND.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

CC: Confirmation
Accounting
Files ✓
C. W. Mead

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram
FULL RATE TELEGRAM ☐
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WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206 10-51

INTERNATIONAL SERVICE
Check the class of service desired; otherwise the message will be sent at the full rate
FULL RATE ☐
LETTER TELEGRAM ☐
SHIP RADIOGRAM ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 7, 1958
Time: 4:45 p.m.

Daily Pacific Builder
465 - 10th St.
San Francisco, Calif.

CHANGE DATE ON PORTLAND-VANCOUVER INTERSTATE BRIDGE AD TO READ 9:00 AM MARCH 27, 1958. Stop. QUEENS ROOM, IMPERIAL HOTEL, PORTLAND.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

CC: Confirmation
Accounting
Files
C. W. Head

OREGON STATE HIGHWAY COMMISSION

NOTICE TO CONTRACTORS

PORTLAND-VANCOUVER, WN. INTERSTATE (EAST) BRIDGE

Time and Place of Receiving Bids:

Sealed bids for the work described below will be received by the State Highway Commission of the State of Oregon in The Queens Room of the Imperial Hotel, Portland, Oregon, at 9:00 a.m., Thursday, March 27, 1958.

Type of Project:

This is a cooperative project to be financed and built under a tri-party agreement between the States of Oregon and Washington, acting through their respective State Highway Commissions, and the Washington Toll Bridge Authority. By authority of this agreement, all matters pertaining to furnishing plans and specifications to bidders and receipt of proposals are being handled by the State Highway Commission of the State of Oregon, address: State Highway Building, Salem, Oregon.

Description of Work:

The work for which bids are to be received consists of the following work on the East Bridge over the Columbia River on the Pacific Highway in the vicinity of Portland, Multnomah County, Oregon, and Vancouver, Clark County, Washington.

Substructure: Reinforce and raise five existing piers, remove entirely one existing pier and raise only one existing pier.

Superstructure: Remove two existing 265-foot steel spans and replace with one new 531-foot steel span, remove one existing 265-foot steel span and replace with concrete viaduct, raise all spans to new grade line corresponding to new West Bridge grade line, redeck completely two existing steel spans, remove existing counterweight cables and place new cables, make other minor revisions to machinery and electrical systems and perform incidental and miscellaneous work as required by the plans and specifications.

Quantities:

The work involves the following approximate quantities: Shoring and Cribbing; 6,900 cubic yards structural excavation; 239,000 linear feet timber piling; drive 468 piles, 2,590 cubic yards seal concrete; 7,540 cubic yards Class "A" concrete; 779,000 pounds metal reinforcement; 31,000 pounds tie rods; remove 2,750 cubic yards concrete; remove 1,600 tons structural steel; 1,831,000 pounds structural steel; 25 tons A-C paving; 75,000 pounds counterweight wire rope; 90,000 pounds castings; 540 linear

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DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
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WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 6, 1958
Time: 4:15 p.m.

Daily Pacific Builder
465 - 10th St.
San Francisco, Calif.

CHANGE FIRST PARAGRAPH OF AD ON PORTLAND-VANCOUVER INTERSTATE BRIDGE. STOP. DELETE ROOM 418 STATE HIGHWAY BUILDING, SALEM. Insert THE QUEENS ROOM, IMPERIAL HOTEL, PORTLAND. LETTER FOLLOWS.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

CC Confirmation
Accounting
✓Files
C. W. Head

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a fast telegram	
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DAY LETTER	☐
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WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE Check the class of service desired, otherwise the message will be sent at the full rate	
FULL RATE	☐
LETTER TELEGRAM	☐
SHORE SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 6, 1958
Time: 4:15 p.m.

SOUTHWEST BUILDER
1660 Beverley Blvd.
Los Angeles, Calif.

CHANGE FIRST PARAGRAPH OF AD WE SENT YOU FEBRUARY 5 ON PORTLAND-VANCOUVER INTERSTATE BRIDGE. STOP. DELETE ROOM 418 STATE HIGHWAY BUILDING, SALEM. INSERT THE QUEENS ROOM, IMPERIAL HOTEL, PORTLAND. LETTER FOLLOWS.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

CC Confirmation
Accounting
✓ Files
C. W. Head

DOMESTIC SERVICE Check the class of service desired; otherwise this message will be sent as a fast telegram	
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WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
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NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 6, 1958
Time: 4:00 p.m.

Daily Journal of Commerce
711 S. W. 14th Ave.
Portland, Oregon

CHANGE FIRST PARAGRAPH OF AD ON PORTLAND-VANCOUVER INTERSTATE BRIDGE. STOP. DELETE ROOM 418 STATE HIGHWAY BUILDING SALEM. INSERT QUEENS ROOM, IMPERIAL HOTEL, PORTLAND. LETTER FOLLOWS.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMMISSION

CC Confirmation
Accounting
✓ Files
C. W. Head

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a fast telegram

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DAY LETTER	☐
NIGHT LETTER	☐

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WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE

Check the class of service desired; otherwise the message will be sent at the full rate

FULL RATE	☐
LETTER TELEGRAM	☐
SHORE-SHIP	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
February 6, 1958
Time: 4:15 p.m.

Pacific Builder and Engineer
2418 - 3rd Avenue
Seattle, Washington

CHANGE FIRST PARAGRAPH OF AD ON PORTLAND-VANCOUVER INTERSTATE BRIDGE. STOP. DELETE ROOM 418 STATE HIGHWAY BUILDING SALEM. INSERT QUEENS ROOM, IMPERIAL HOTEL, PORTLAND. LETTER FOLLOWS.

H. B. GLAISYER, SECRETARY
OREGON STATE HIGHWAY COMM.

CC: Confirmation
Accounting
Files
C. W. Head

RECEIVED
FEB 6 - 1958
FOR FILING

February 5, 1958

Southwest Builder
1660 Beverley Boulevard
Los Angeles 26, California

Gentlemen:

Attached is a copy of a "Notice to Contractors" for bids to be received on the Interstate Bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington. Bids are to be received March 20, 1958, and the project is valued at approximately $3,000,000.

Please run this as a paid advertisement in the first issue of your publication after receipt of this notice and once again two weeks after that date.

We shall be pleased to honor your invoice for this service. The invoice should be presented in triplicate, with a tear sheet for each publication.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. C. G. Polk
Mr. Lowell Shinn (Chg. 5001-900)

FAQ:fp

RECEIVED
FEB 6 - 1958
FOR FILING

February 5, 1958

Daily Pac. Build.

Daily Pacific Builder
465 - 10th Street
San Francisco 3, California

Gentlemen:

Attached is a copy of a "Notice to Contractors" for bids to be received on the Interstate Bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington. Bids are to be received March 20, 1958, and the project is valued at approximately $3,000,000.

Will you please run this as a paid advertisement in your publication issues of February 10 and 24?

We shall be pleased to honor your invoice for this service. The invoice should be presented in triplicate, with a tear sheet for each publication.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. C. G. Polk
Mr. Lowell Shinn (Chg. 5001-900)

FAQ:fp

RECEIVED
FEB 6 - 1958
FOR FILING

February 5, 1958

Pacific Builder and Engineer
2418 Third Avenue
Seattle, Washington

Gentlemen:

Attached is a copy of a "Notice to Contractors" for bids to be received on the Interstate Bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington. Bids are to be received March 20, 1958, and the project is valued at approximately $3,000,000.

Please run this as a paid advertisement in the first issue of your "Pacific Construction Daily" after receipt of this notice. We will also appreciate your running it as a news item in the next issue of your Construction News Bulletin.

It is our understanding that we will be charged for only one insertion. We shall be pleased to honor your invoice for this service. The invoice should be presented in triplicate, with a tear sheet for each publication.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. C. G. Polk
Mr. Lowell Shinn (Chg. 5001-900)

FAQ:fp

RECEIVED
FEB 6 - 1958
FOR FILING

February 5, 1958

Daily Journal of Commerce
83 Columbia Street
Seattle 4, Wn.

Gentlemen:

Attached is a copy of a "Notice to Contractors" for bids to be received on the Interstate Bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington. Bids are to be received March 20, 1958, and the project is valued at approximately $3,000,000.

Will you please run this as a paid advertisement in your publication issues of February 10, 17, 24, and March 3?

We shall be pleased to honor your invoice for this service. The invoice should be presented in triplicate, with a tear sheet for each publication.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. C. G. Polk
Mr. Lowell Shinn (Chg. 5001-900).

FAQ:fp

RECEIVED
FEB 6 - 1958
FOR FILING

February 5, 1958

Daily Journal of Commerce
Box 93
Portland, Oregon

Gentlemen:

Attached is a copy of a "Notice to Contractors" for bids to be received on the Interstate Bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington. Bids are to be received March 20, 1958, and the project is valued at approximately $3,000,000.

Will you please run this as a paid advertisement in your publication issues of February 10, 17, 24, and March 3?

We shall be pleased to honor your invoice for this service. The invoice should be presented in triplicate, with a tear sheet for each publication.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

cc Mr. C. G. Polk
Mr. Lowell Shinn (Chg. 5001-900)

FAQ:fp

~~OREGON STATE HIGHWAY COMMISSION~~

NOTICE TO CONTRACTORS

Portland-Vancouver, Wn. INTERSTATE (EAST) BRIDGE

Time and Place of Receiving Bids:

Sealed bids for the work described below will be received by the State Highway Commission of the State of Oregon in Room 418 of the State Highway Building, Salem, Oregon at 9:00 a.m., Thursday, March 20, 1958.

Type of Project:

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Quantities:

The work involves the following approximate quantities: Shoring and Cribbing; 6,900 cubic yards structural excavation; 239,000 linear feet timber piling; drive 468 piles, 2,590 cubic yards seal concrete; 7,540 cubic yards Class "A" concrete; 779,000 pounds metal reinforcement; 31,000 pounds tie rods; remove 2,750 cubic yards concrete; remove 1,600 tons structural steel; 1,831,000 pounds structural steel; 25 tons A-C paving; 75,000 pounds counterweight wire rope; 90,000 pounds castings; 540 linear

feet metal rail; 200 square yards concrete slab slope protection riprap and 34,000 tons pier protection riprap.

Wage Rates:

In accordance with the provisions of Chapter 39.12 of the Revised Washington Statutes, the contracting parties hereto have ascertained the general prevailing rates of wages applicable to the work to be done within the State of Washington to be as follows:

	Hourly Minimum Wage Rate - Clark County
$2.92	Adnum, Yeager or Similar Type Spreaders
2.74	Air Compressor
2.86	Air Compressor, over 1,000 C.F. Stationary
2.98	Any Machine Not Classified
2.92	Asphalt Plant Engineer - Operator
2.86	Batch Plant Operator
3.20	Blade Operator, Power, over 50 H.P.
2.96	Blade Operator, Power, 50 H.P. & Under
2.64	Blade Operator (Pull Type)
2.74	Burnerman on Drier, Fireman
2.74	Cement Hog
3.28	Clamshell Dredge
3.20	Combination Batch & Mixer Operator (Multiple Units of 3 Mixers or More)
2.64	Concrete Batch & Wet Mix, Operator
2.82	Concrete Mixer, 1-to 5-Bag Capacity
2.98	Concrete Mixer, 5-Bag Capacity & Over
3.04	Concrete Mixer, Dual
3.04	Concrete Road Paver
3.28	Cranes, Locomotive, Whirley, Gantry, Hammerhead
2.92	Crusher Plant Operator
3.28	Derrick Operator, Live Boom
2.98	Drills, Churn & Core Drill
2.98	Earth Boring Machine
2.98	Elevating Grader Operator
2.74	Finish Machine Operator
2.64	Firemen, Dredge, Floating Derrick, Retort, Shovel
3.04	Generator Plant Operator, Diesel-Electric
2.64	Greaser on Equipment Spread
3.10	H.D. Mechanic or Welder
2.58	H.D. Mechanic Helper
2.86	Hoist, Single Drum
3.20	Hoist, Two or More Active Drums on Hoist
3.16	Mixermobile
2.52	Oiler on Crane, Dragline & Shovel
3.20	Piledriver Engineer
2.68	Power Loader Operator, Bucket Elevator
3.16	Power Shovels, Draglines, Cranes, under 1 Cu. Yd.

Hourly Minimum Wage Rate - Clark County, Continued

$3.28	Power Shovels, Draglines, Cranes, 1 Cu. Yd. & Under 5 Cu. Yds.
3.68	Power Shovels, Draglines, Cranes, 5 Cu. Yds. & Over
2.74	Pugmixer or Box Operator
2.52	Pumpman, under 4 In.
2.74	Pumpman, 4 In. & Over
2.64	Road Roller, Grading & Surfacing
2.98	Road Roller, Finishing High-Type Pavement
2.68	Scoopmobile & Sim. Type Mach., 1-1/2 Yd. & Under
2.98	Scoopmobile & Sim. Type Mach., over 1-1/2 Yd.
2.74	Screed Operator
2.64	Stationary Drag Scraper Operator
3.10	Surface Heater & Planer
3.10	Tractor Tandem Carry-All
2.86	Tractor, 50 H.P. & Under, Incl. Traxcavator
3.10	Tractor, over 50 H.P.
2.96	Tractor 2 or 4 Wheel with Scraper (50 H.P. & Under)
3.20	Tractor 2 or 4 Wheel with Scraper (Over 50 H.P.)
2.86	Trenching Machines, 7 Ft. Depth Capacity - Mfgrs. Rating
2.98	Trenching Machines, over 7 Ft. Capacity - Mfgrs. Rating
2.64	Truck Crane Oiler-Driver
2.50	Concrete Buggies, Power Operated
2.60	Dumptors
2.50	Greaser & Tiremen
2.50	Lift Jitney or Handy Andy, All Sizes
2.55	Oil Distributor Driver & Leverman
2.50	Side, End & Bottom Dump Trucks Incl. Semi Trucks & Trains, 6 Yds. and Under
2.60	Side, End & Bot. Dump Truck Incl. Semi Truck & Train, over 6 and Incl. 10 Yds.
2.80	Side, End & Bot. Dump Truck Incl. Semi Truck & Train, over 10 and Incl. 20 Yds.
2.90	Side, End & Bot. Dump Truck Incl. Semi Truck & Train, over 20 and Incl. 30 Yds.
3.00	Side, End & Bot. Dump Truck Incl. Semi Truck & Train, over 30 Yds.
2.50	Solo Flatbed & Misc. Body Trucks, 0 to & Incl. 4 Tons
2.50	Solo Flatbed & Misc. Body Trucks, over 4 Tons & Incl. Semi-Trailer and Truck and Trailer not to Exceed 10 Tons
2.50	Transit Mix or Wet Mix Trucks, 3 Yds. & Under
2.60	Transit Mix or Wet Mix Trucks, over 3 Yds.
2.55	Trucks, Semi-Trailer, & Truck & Trailer, over 10 Tons Incl. Low Bed
2.50	Truck Helper, Steady
2.80	Two-Wheeled Power Tractor with Trailer, 9 Yds. & Under
2.90	Two-Wheeled Power Tractor with Trailer, over 9 Yds. & Incl. 20 Yds.
3.00	Two-Wheeled Power Tractor with Trailer, over 20 Yds.
2.50	Warehousemen, Warehouse Parts & Tool Men
2.70	Asphalt Rakers
2.40	Asphalt Plant Oilers
2.40	Asphalt Spreaders

$2.40	Batch Weighman, Broomers, Cement Buckers, Concrete Buggymen, Puddlers, Rodders, Rubbers (Not Fin.), Spreaders, Curing, Sprayman & Joint-Dowel-Tie Bar Setters
2.40	Brush Burners
2.40	Car Loaders & Choker Setters
2.40	Car & Truck Loaders & Road Pump Tenders
2.40	Crusher Feeders, Fine Graders, Stockpilers
2.40	Culverts, Hand Labor, & Sewer Laborers
2.70	Drills, More Than 350 C. F. of Air
2.40	Dumpers, Road Oiling Crews
2.40	Dumpmen, Grading Crews
2.40	Flagmen, Traffic
2.55	Form Strippers, Swinging Stage
2.55	Jackhammer & Power Tool Operator, Incl. Chipping Guns, Paving Breakers, Vibrator Operator - Other Than Paving
2.70	Powderman
2.70	Power Saw Operator, Bucking & Falling
2.55	Ribbon Setters, Head
2.40	Riprap Man on Hand-Placed Riprap
2.40	Slopers
2.40	Timber Buckers & Fallers
2.55	Timber Fallers & Buckers, in Production of Merchantable Logs
2.40	Vibrator Operator, Paving Only, Incl. Sidewalks & Curbs
2.90	Carpenters, Journeymen
3.00	Cement Mason
3.25	Ironworker, Structural & Ornamental
3.05	Ironworker, Reinforcing
3.00	Pilemen, Bridgemen, Wharfbuilders
3.10	Pile Boom Man
3.00	Piledrivermen Riggers, Burnerman & Welders
3.05	Stationary Power Saw Operator
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Rates of wages applicable to the work to be done within the State of Oregon shall comply with Oregon laws.

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Prequalification of bidders will be required in accordance with the provisions of Oregon Revised Statutes 279.010 to 279.024, inclusive, and Chapter 47.28.070 of the Revised Washington Statutes.

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H. B. Glaisyer Secy

OREGON STATE HIGHWAY COMMISSION

~~Chas. H. Reynolds, Chairman~~
~~M. K. McIver, Commissioner~~
~~Robert B. Chessman, Commissioner~~

~~W. C. Williams~~
~~State Highway Engineer~~

~~ATTEST:~~
~~H. B. Glaisyer~~
~~Secretary to Commission (Oregon)~~

WASHINGTON STATE HIGHWAY COMMISSION
~~Ernest A. Cowell, Chairman~~
~~H. E. Morgan, Member~~
~~O. E. Stone, Member~~
~~R. A. Moisio, Member~~
~~Ernest J. Ketcham, Member~~

~~W. A. Bugge~~
~~Director of Highways~~

~~ATTEST:~~
~~Lorentz Goetz~~
~~Secretary to Commission (Washington)~~

WASHINGTON TOLL BRIDGE AUTHORITY
~~Albert D. Rosellini, Governor and Chairman of Authority~~
~~Cliff Yelle, State Auditor~~
~~Lloyd Nelson, Director, Department of General Administration~~
~~Ernest A. Cowell, Chairman, Washington State Highway Commission~~
~~Francis Pearson, Chairman, Public Service Commission~~
~~D. B. Hedges, Secretary of Authority~~

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file

The specs for every K for the construction, reconstruction, maint, or repair of any P.W. to which the state or any county, municipality, or political subd created by its laws is a party, shall contain a provision stating the hourly minimum rate of wage, not less than the prevailing rate of wage, which may be paid to laborers, workmen or mechanics in each trade or occupation required for such public work employed in the performance of the K either by the contractor, subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the K and the K shall contain a stipulation that such laborers workmen, or mechanics shall be paid not less than such specified hourly minimum rate of wages.

NOTED
FLOYD QUERY

9/4/58
Johnson
Wash State.

OREGON STATE HIGHWAY COMMISSION

NOTICE TO CONTRACTORS

INTERSTATE (EAST) BRIDGE

Time and Place of Receiving Bids:

Sealed bids for the work described below will be received by the State Highway Commission of the State of Oregon in Room 418 of the State Highway Building, Salem, Oregon at 9:00 a.m., Thursday, March 20, 1958.

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2.86	Batch Plant Operator
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2.74	Burnerman on Drier, Fireman
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3.28	Clamshell Dredge
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2.58	H.D. Mechanic Helper
2.86	Hoist, Single Drum
3.20	Hoist, Two or More Active Drums on Hoist
3.16	Mixermobile
2.52	Oiler on Crane, Dragline & Shovel
3.20	Piledriver Engineer
2.68	Power Loader Operator, Bucket Elevator
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2.40	Dumpers, Road Oiling Crews
2.40	Dumpmen, Grading Crews
2.40	Flagmen, Traffic
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2.55	Jackhammer & Power Tool Operator, Incl. Chipping Guns, Paving Breakers, Vibrator Operator - Other Than Paving
2.70	Powderman
2.70	Power Saw Operator, Bucking & Falling
2.55	Ribbon Setters, Head
2.40	Riprap Man on Hand-Placed Riprap
2.40	Slopers
2.40	Timber Buckers & Fallers
2.55	Timber Fallers & Buckers, in Production of Merchantable Logs
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OREGON STATE HIGHWAY COMMISSION

Chas. H. Reynolds, Chairman
M. K. McIver, Commissioner
Robert B. Chessman, Commissioner

W. C. Williams
State Highway Engineer

ATTEST:
H. B. Glaisyer
Secretary to Commission (Oregon)

WASHINGTON STATE HIGHWAY COMMISSION
Ernest A. Cowell, Chairman
H. E. Morgan, Member
O. E. Stone, Member
R. A. Moisio, Member
Ernest J. Ketcham, Member

W. A. Bugge
Director of Highways

ATTEST:
Lorentz Goetz
Secretary to Commission (Washington)

WASHINGTON TOLL BRIDGE AUTHORITY
Albert D. Rosellini, Governor and Chairman of Authority
Cliff Yelle, State Auditor
Lloyd Nelson, Director, Department of General Administration
Ernest A. Cowell, Chairman, Washington State Highway Commission
Francis Pearson, Chairman, Public Service Commission
D. B. Hedges, Secretary of Authority

RECEIVED
FEB 6 - 1958
FOR FILING

[illegible]

2295

February 4, 1958

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Attention: Mr. T. W. Ragsdale
Chief, Operations Division

Dear Sir:

Under date of November 25, 1957, you wrote us adivsing that, if the States of Oregon and Washington decided to proceed with the reconstruction of the existing bridge over the Columbia River prior to final approval of the plans, specifications and order of apportionment, the established practice of formal advertising of the work and award to the lowest competent bidder be followed.

The two states are advertising for the reconstruction of the existing bridge over the Columbia River with bids to be opened at Salem, Oregon, on Thursday, March 20, 1958. The plans and specifications are substantially in accord with those previously submitted to your office, on which we have received your conditional approval.

I am sending you under separate cover, four sets of the plans, specifications and advertisement of this project. Advertisements will appear in appropriate trade journals in Portland, Seattle, San Francisco and Los Angeles. Informational copies of plans and specifications will be on file with the Associated General Contractors' office in those cities.

I believe that we have complied with all the regulations necessary to keep this project eligible for federal participation under the Truman-Hobbs Act. If there are any further steps we should take, I would appreciate your advice.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. A. Bugge Mr. W. C. Williams
Mr. D. B. Hedges Mr. I. D. Merchant

RECEIVED
FEB 5 - 1958
FOR FILING

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5345

February 4, 1958

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Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

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Chief, Operations Division

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W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. A. Bugge
Mr. D. B. Hedges
Mr. W. C. Williams
Mr. P. M. Stephenson

RECEIVED
JAN 21 1958
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2971-534
5005

Salem, Oregon
January 20, 1958

Portland-Vancouver
Interstate Bridge

Mr. Leonard I. Lindas

We propose to open bids on the revision of the existing Interstate Bridge between Portland and Vancouver on March 20 and immediately thereafter the sale of the remaining $5,200,000 in bonds will be advertised. I am in receipt of letters dated January 3 from the Washington Toll Bridge Authority to the bond attorney, Mr. Thorgrimson, and to the First Washington Corporation concerning these bond sales.

The conditions of the bonds must, of course, comply with all Oregon statutes as well as the Washington statutes, and I would ask that you check the matter over and keep in touch with Mr. Thorgrimson so that any legal difficulties can be ironed out ahead of time.

G. S. Paxson

GSP:gm
Attach.

cc Mr. W. C. Williams

RECEIVED
FEB [illegible] 1958
FOR FILING

[illegible] 524
5285

East

CARL HAYDEN, ARIZ., CHAIRMAN
RICHARD B. RUSSELL, GA.
DENNIS CHAVEZ, N. MEX.
ALLEN J. ELLENDER, LA.
LISTER HILL, ALA.
JOHN L. MC CLELLAN, ARK.
A. WILLIS ROBERTSON, VA.
WARREN G. MAGNUSON, WASH.
SPESSARD L. HOLLAND, FLA.
JOHN STENNIS, MISS.
LYNDON B. JOHNSON, TEX.
JOHN O. PASTORE, R. I.
STYLES BRIDGES, N. H.
LEVERETT SALTONSTALL, MASS.
MILTON R. YOUNG, N. DAK.
WILLIAM F. KNOWLAND, CALIF.
EDWARD J. THYE, MINN.
JOSEPH R. MC CARTHY, WIS.
KARL E. MUNDT, S. DAK.
MARGARET CHASE SMITH, MAINE
HENRY DWORSHAK, IDAHO
EVERETT MC KINLEY DIRKSEN, ILL.
CHARLES E. POTTER, MICH.

EVERARD H. SMITH, CLERK
THOMAS J. SCOTT, ASST. CLERK

United States Senate
COMMITTEE ON APPROPRIATIONS

28 January 1958

Mr. W. A. Bugge, Director
State Department of Highways
Transportation Building
Olympia, Washington

Dear Bill:

This is the response I have received from the Corps of Engineers concerning the questions I posed to them regarding alternation of the Interstate Bridge between Portland and Vancouver. Will you please look this over and at your earliest convenience give me your ideas as to what we should do.

Please note particularly the next to the last paragraph in which General Person says that contract authority in an appropriation act would also do the job.

Give me as much dope as you can in writing regarding the matter so I'll be in the best possible position to approach the Appropriations Committee when the time comes.

Best personal regards.

Sincerely,

Warren

WARREN G. MAGNUSON
U.S.S.

WGM:Hf
Enclosure

NOTED

DEPARTMENT OF THE ARMY
OFFICE OF THE CHIEF OF ENGINEERS
WASHINGTON 25, D. C.

IN REPLY REFER TO ENGWO

17 January 1958

Honorable Warren G. Magnuson
United States Senate
Washington, D. C.

Dear Senator Magnuson:

Receipt is acknowledged of your letter of 9 January 1958 in which you request information relative to the Federal Government entering into a contract with the States of Oregon and Washington for alteration of the Interstate Bridge between Portland and Vancouver under the Bridge Alteration Act of 21 June 1940, as amended (Truman-Hobbs Act).

Your understanding of the problem is correct, namely, that final approval of plans and specifications and apportionment of costs, which is the contract between the Federal Government and the States, cannot be given until funds are appropriated for the alteration. Appropriation of only a part of the cost of alteration would permit the Department to enter into a continuing contract. Government costs of supervision and administration are estimated to be $33,000 and only such amounts appropriated over that sum would be available for payments to the States.

When a bridge alteration is ordered by the Secretary of the Army the bridge owner and the Corps develop a tentative schedule for construction which is revised as may be necessary. This schedule is made up without any reference to other projects in the division, the total civil works program, or other program needs of the Government, or the availability of men or equipment generally in any one year. It therefore is a figure for internal planning purposes only. That figure for this project is $1,170,000 for Fiscal Year 1959. For your further information the President has directed that our Fiscal Year 1959 expenditures, as estimated in his budget presented to the Congress, be considered as the maximum that can be made within the over-all fiscal policies of the Administration for that year. Since no funds are included in the budget for alteration of the Interstate Bridge no funds can be utilized for this project and meet the Administration's objectives.

With respect to your questions relative to possible alternatives to a direct appropriation, it is considered that language in an appropriation Act authorizing the Department to enter into a contract covering this bridge would in effect authorize compliance with the provisions of the Truman-Hobbs Act even though no funds for payments under the contract were carried in the appropriation Act. It is considered, however, that language in a Committee report would not be sufficient to supply the necessary contract authority and that an Act of Congress is required.

I trust this information is sufficient for your present needs, if not, please feel free to call upon me for any additional information you may require.

Sincerely yours,

J. L. PERSON
Brigadier General, USA
Assistant Chief of Engineers
for Civil Works

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January 13, 1958

Mr. D. B. Hedges, Executive Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Dear Mr. Hedges:

Your proposed schedule for calling for and opening bids on both construction and bonds for the Interstate Bridge appears satisfactory to us. Therefore, we are planning on advertising the project on or about February 5, with the bids to be opened March 20. Should anything come up that would upset this schedule, you will be promptly advised.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. W. A. Bugge
Director of Highways
Transportation Building
Olympia, Washington

Albert D. Rosellini, Governor
Chairman of Authority
Cliff Yelle, State Auditor
Francis Pearson, Chairman
Public Service Commission
Ernest A. Cowell, Chairman
State Highway Commission
Lloyd K. Nelson, Director
Department of General Administration

STATE OF WASHINGTON

1889

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

W. A. Bugge, Director of Highways
Ex Officio Member
D. B. Hedges
Executive Secretary of Authority

NOTED
W. C. WILLIAMS

January 10, 1958

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

This letter will serve to confirm my telephone request to you of January 9 requesting that you delay the call for bids on the reconstruction contract for the existing Interstate Bridge for approximately three weeks. As pointed out, this request was prompted by the expression from the financial advisors on the bonding program that the schedule would be rather tight and it might pose a problem to meet the schedule we had originally programmed.

While you have not indicated the date that you would advertise the project and not being familiar with your schedule, I have arbitrarily used the following dates in casting up the program as follows:

Call for construction bids by the Oregon State Highway Dept. - February 5
Opening of construction bids by the Oregon State Highway Dept. - March 20
Advertise bond sale by Washington Toll Bridge Authority - March 25
Opening bids on bonds by Washington Toll Bridge Authority - April 15

I will sincerely appreciate your review of the dates which I have arbitrarily set and your offering this office the actual dates that you will use in order that we may have fixed a time schedule that will be agreeable to both agencies. I appreciate your cooperation in this matter and will further appreciate your advice with respect to the dates at your earliest convenience.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

D B Hedges

By: D. B. HEDGES
Executive Secretary

DBH:bd
cc: Mr. Bugge

RECEIVED
JAN 13 1958
OREGON
STATE HIGHWAY COMMISSION

ALBERT D. ROSELLINI, Governor
Chairman of Authority
CLIFF YELLE, State Auditor
FRANCIS PEARSON, Chairman
Public Service Commission
ERNEST A. COWELL, Chairman
State Highway Commission
LLOYD K. NELSON, Director
Department of General Administration

STATE OF WASHINGTON

W. A. BUGGE, Director of Highways
Ex Officio Member
D. B. HEDGES
Executive Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

January 3, 1958

Mr. Jack E. Bates
Secretary-Treasurer
First Washington Corporation
Seattle, Washington

COPY

Dear Mr. Bates:

Re: Vancouver-Portland Toll Bridge
$5,200,000 Bond Issue

We have delayed answering your letter of October 18, 1957 regarding the second $5,200,000 bond issue on the Vancouver-Portland Toll Bridge until receiving traffic figures and conferring with Oregon on construction schedules. Please excuse this delay as it was unavoidable.

Supplementary data on the Engineer's report:

1. We were unable to obtain revised traffic figures for Tables V and XVII-XXI. The revised vehicle registration trend in Table III and revised average daily traffic in Table IV should be sufficient for advice on current traffic trends.

2. Updated Table III, Vehicle Registration Trends, is as follows:

1954	*683.4	764.8	2.4	881.4	1085.2	2.9	*1564.8	*285.2	1850.0	2.7	2.3
1955	*727.5	802.4	2.3	936.0	1163.5	2.8	*1663.5	*302.5	1966.0	2.6	2.2
1956	*729.9	807.7	2.4	972.7	1205.0	2.7	*1702.6	*310.0	2012.6	2.6	2.2

(underlined figures are corrected entries)

3. Updated Table IV, Average Daily Traffic, is as follows:

1955	———	32,400	———	Machine	Continuous
1956	———	34,400	———	Machine	Continuous
1957	———	34,900	———	Machine	Estimated from first 9 months of year

(underlined figures are corrected entries)

4. There are no revisions of Table XI, Plan B.

5. There are no revisions of Tables XII and XIII.

To be included in the Official Statement:

1. The original schedule, which we still plan to maintain, provided for the completion of the reconstruction of the present bridge in late 1959 and the opening of both bridges as a toll facility on or before January 1, 1960.

2. No refund will be made to the Washington State Highway Commission for previous North Approach costs until all construction has been completed on both Vancouver-Portland Interstate Toll Bridges and all construction costs have been paid.

We will have available for distribution 320 copies of Wilbur Smith & Associates' report on the Vancouver-Portland Interstate Toll Bridge, which is 50 more than were distributed on the sale of the original $9,300,000 bonds.

The Oregon State Highway Commission plans to call for construction bids on the reconstruction of the existing bridge January 15, 1958. They will probably allow for a bid call of 5 or 6 weeks which will make the bid opening around February 27, 1958, with a 45-day hold provision on the award of contract to enable the Washington Toll Bridge Authority to proceed with the bond sale. If this schedule can be met by your firm, this would mean that the bond resolution and the official statement would have to be drafted, printed and available for official action by the Authority no later than March 3, 1958. The ad should be placed with the Bond Buyer, New York, the Wall Street Journal, Chicago, and the Daily Journal of Commerce, Seattle, on March 5, 12 and 19 with bids to be opened at 10:00 a.m., P.S.T., on March 25, 1958 in the office of the Governor. Bond delivery should be set for on or after May 1, 1958, and I assume that it will be necessary to provide for a Chicago or New York delivery. Either place will be acceptable to this office.

I would appreciate your immediate response to advise this office if you will be able to meet the schedule as outlined above. In the event it cannot be accomplished as set forth, we must know immediately in order that we can advise the Oregon officials accordingly and request that they hold the construction bid call for a time sufficient to allow us to complete the mechanics necessary to accomplish the bond call.

Yours very truly,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

DBH:bd
KRH
cc: Mr. Richard Thorgrimson
Mr. Glenn Paxson

ALBERT D. ROSELLINI, Governor
Chairman of Authority
CLIFF YELLE, State Auditor
FRANCIS PEARSON, Chairman
Public Service Commission
ERNEST A. COWELL, Chairman
State Highway Commission
LLOYD K. NELSON, Director
Department of General Administration

STATE OF WASHINGTON

W. A. BUGGE, Director of Highways
Ex Officio Member
D. B. HEDGES
Executive Secretary of Authority

1889

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

January 3, 1958

Mr. Richard Thorgrimson
Preston, Thorgrimson & Horowitz
Northern Life Tower
Seattle, Washington

COPY

Re: Vancouver-Portland Toll Bridge
$5,200,000 Bond Issue

Dear Sir:

The following is in reply to your letter of October 23, 1957 concerning the new issue of $5,200,000 revenue bonds on the Vancouver-Portland Interstate Toll Bridge. We have detailed the expenditures to be made from the proceeds of the sale of the $5,200,000 bonds which will explain the purpose of the new bond issue as follows:

1.	a.	Reconstruction of existing bridge	$2,965,000
	b.	Toll Plaza	250,000
	c.	Reimbursement to Washington State Highway Commission for right of way and approach costs	1,282,000
	d.	Interest during construction from May 1, 1958 to May 1, 1960 at 4½%	468,000
	e.	Legal, trustee and bond issuance expense	15,000
	f.	Working capital (toll operations)	60,000
	g.	Prepaid insurance	160,000
		Total	$5,200,000

2. The date of the bonds will be May 1, 1958.

3. The maximum statutory interest of 6% may be paid on the bonds.

4. The bonds are to be registered as to principal only.

5. Maturity date of term bonds will be May 1, 1971. Mandatory retirement of term bonds will begin May 1, 1961 on the same basis as bonds 4651

to 9300, inclusive. The 1958 term bonds are to be numbered 11,901 to 14,500, inclusive. The 1958 serial bonds are to be numbered 9301 to 11,900, inclusive, and to be retired on the same basis as bonds 1-4650, inclusive.

6. The "Vancouver-Portland Interstate Toll Bridge Facility 1958 Revenue Bond Redemption Fund" title for the new "1958 Bond Redemption Fund" is acceptable to us.

7. Payment of interest and principal on bonds is to be at the main office of the Seattle First National Bank in Seattle, Washington, or at the fiscal agency of the State of Washington in the City of New York, New York (Chemical Corn Exchange Bank).

8. Rights of redemption and method of giving notice of redemption will be for the $5,200,000 on the same basis as the $9,300,000 bond issue.

9. The State Auditor and the Trust Officer of the Seattle First National Bank will sign the bonds. The facsimile signature of the Governor will be used.

10. The bonds will be sold at public sale under a notice similar to the one used for the 1956 bonds. A discount bid will be permitted. The interest rate, however, cannot exceed 6% which is the statutory interest limit.

    A two percent good faith deposit will be required in the amount of $104,000.

    The bonds may be delivered in Chicago or New York.

11. Interest during construction will be provided until May 1, 1960 as provided in the 1956 bonds.

12. A new Construction Fund is unnecessary. The proceeds of the sale of the $5,200,000 bonds except interest during construction is to be deposited to the 1956 Construction Fund under the same conditions as the $9,300,000 bonds.

13. We want the right to invest the new construction money as well as the money in the 1958 Bond Redemption Fund. Interest earned on the 1958 Bond Redemption Fund during construction may be transferred to the Construction Fund for construction expenditures.

14. All the provisions of Section 13 of Resolution No. 312 may apply to the new $5,200,000 bonds except that the interest earned on funds deposited for interest during construction may be transferred to the Construction Fund. We estimate $90,000 of interest will be earned on the funds deposited in the 1956 Bond Redemption Fund for interest during construction.

15. All provisions of Section 14 pertaining to the creation and maintenance of a reserve fund in the Bond Redemption Fund should apply equally to a new reserve account in the 1958 Bond Redemption Fund.

16. We can find no objection to repeating section one of Resolution No. 312 in the new resolution and incorporating Sections 11, 12 and 15 through 29, inclusive of Resolution No. 312 into the new resolution.

All moneys in the 1958 Bond Redemption Fund shall be used for the sole purpose of paying the principal of and interest on and premium, if necessary, on the 1958 Bonds except that transfers may be made out of the fund for the correction of errors and that earnings made on investments of funds established to pay interest on bonds during construction may be transferred to the Construction Fund.

Your second letter of October 23, 1957 refers to Section 3 of Resolution 312 which provides for a reduction in the amount of Subsequent Bonds to be issued in the event money is to be obtained from any source other than the sale of bonds. We do not expect to receive any money from any source other than the sale of "Subsequent Bonds."

Resolution No. 312 mentions in the introduction that a part of the cost of the bridge project may be paid out of United States Government grants of money. At present the United States Government has made no appropriation of money for this grant and we have no assurance it will be paid out of future appropriations.

Sincerely yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Executive Secretary

DBH:bd
KRH
cc: First Washington Corporation
Mr. Glenn Paxson

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Salem, Oregon
December 12, 1957

Columbia River Interstate
Bridge

Mr. P. M. Stephenson

At a meeting with the Washington Department of Highways in Vancouver, December 9, it was decided that the revisions to the existing bridge would be advertised on January 15 for a bid opening on February 27.

The specifications must provide for withholding of award for 45 days in order to allow sale of bonds.

G. S. Paxson

GSP:gm

cc Mr. W. C. Williams

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December 4, 1957

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Dear Mr. Bugge:

I am attaching a copy of a letter from the Corps of Engineers, U. S. Army, concerning the application of the Truman-Hobbs Act to the reconstruction of the existing bridge across the Columbia River. You may wish to give this some further study before our meeting in Vancouver Monday.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. D. B. Hedges

Mr. W. C. Williams

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

November 25, 1957

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Reference is made to your letter of November 7, 1957, concerning Federal participation in the cost of reconstruction of the existing Interstate bridge crossing Columbia River between Portland, Oregon and Vancouver, Washington.

It is the view of the Department of the Army that final approval of the plans and specifications, without change, and order of apportionment will be given when funds have been appropriated. While no precedent exists and no commitment can be made as to after-the-fact contract of apportionment by the Secretary of the Army, ample precedents do exist of after-the-fact actions by the Secretary under other statutes.

If the States should decide to proceed with the reconstruction of the bridge prior to final approval of the plans and specifications and order of apportionment, it is suggested that the established practice of formal advertising of the work and award to the lowest competent bidder be followed. Award should not be made, however, without prior notice to the Department of the Army as a matter of record or for other action that may be deemed necessary or proper.

The question of Federal participation in the cost of the riprap will be referred to in a separate letter.

Very truly yours,

JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

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U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

November 13, 1957

NPP800.6(Col.Riv.-Bridges)-6.

~~REFERRED TO~~
Paxson
By State Highway Engineer

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. W. C. Williams, State Highway Engineer

Gentlemen:

Receipt of your letter of November 7, 1957, concerning Federal participation in the cost of reconstruction of the existing Interstate Highway bridge is acknowledged.

Your letter has been forwarded to the Department of the Army and you will be advised of the views of the Department as soon as a reply is received.

Very truly yours,

J Newton Cox
J. NEWTON COX
LT. COLONEL, CORPS OF ENGINEERS
EXECUTIVE OFFICER
FOR
JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

NOTED
O. S. PAXSON

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November 7, 1957

Mr. W. A. Bugge, Director
Washington Department of Highways
Transportation Building
Olympia, Washington

Dear Mr. Bugge:

Please note attached letter which I have written the District Engineer concerning his letter of October 25, a copy of which was sent you a few days ago.

I am quite concerned about the conditional approval of our plans and specifications and the inability of the Army Engineers to give us the kind of approval and the order to proceed that seems to be required under the Bridge Alteration (Truman-Hobbs) Act. Mr. Paxson discussed this matter by phone with Mr. Higgins yesterday and asked him to determine whether our bond resolution, state laws or agreements made it mandatory to complete the reconstruction of the existing bridge before tolls were imposed on both the new and existing bridges.

We are dealing with a rather sizable sum of money and I am fearful that, should we go ahead with our contracting schedule prior to the required approvals and orders under the Bridge Alteration Act, the Federal Government may consider that the navigation obstructions have been removed without their contribution and that the matter is a closed subject. I feel that this is quite serious and would suggest that we get together in Chicago and talk over the matter.

Very truly yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. D. B. Hedges
Mr. Forrest Cooper
Mr. G. S. Paxson

GSP:gm hi

November 7, 1957

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Re: Portland-Vancouver
Columbia River Interstate Bridge

Dear Sir:

Reference is made to your letter of October 25, 1957, relative to federal participation in the cost of remodeling the existing Interstate Highway bridge.

In your revision of our estimate of the cost of work to which federal participation should apply you have deducted the item of riprap. We believe that the replacement of the riprap around the piers of the existing bridge is a participating item where the existing riprap is removed and lost in the excavation necessary to reinforce and strengthen the existing piers. As they now stand these piers are adequate to support the existing bridge. Because of the increase in navigation clearance the pier heights are increased and it is necessary to increase the size of the pier footings. These footings are now riprapped, but excavating for the footing revision will remove the riprap which cannot be economically salvaged. The replacement of the riprap is necessary and is a direct result of the change in grade line and is thus a cost that will be incurred in the interests of navigation.

The allowances covering expired service life and salvage value correspond in principle to our understanding although the final amount of salvage will depend upon the amount actually realized by sale of the steel.

The conditional approval of the plans and specifications, which you have given in your letter of October 25, leaves us in considerable doubt as to the status of the application of the Bridge Alteration Act to the reconstruction of the existing bridge. Our schedule of construction calls for the award of a contract for the reconstruction of the existing bridge in January of 1958. Should we proceed as scheduled, a contract by the States will have been entered into prior to your approval of the plans and specifications and your order to proceed as required by the Bridge Alteration Act. We are concerned that such action by the States might prejudice the appropriation of federal funds and we would appreciate your advice on the matter.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. W. A. Bugge, Director
Washington Department of Highways
Transportation Building
Olympia, Washington

Mr. D. D. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. P. M. Stephenson

GSP: fn

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October 30, 1957

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Mr. D. K. Hedges, Secretary
Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Gentlemen:

I am attaching hereto duplicate copy of a letter received yesterday from the District Engineer, U.S.E.D., concerning the application of the Truman-Hobbs Act to the revisions of the existing interstate bridge between Vancouver and Portland.

The item setting up the total estimated amount of reimbursement can, I believe, be easily reconciled. Apparently we did not make clear in the submission to the Army Engineers the fact that the item for riprap is the replacement of riprap around the existing piers which will have to be removed in order to reinforce the pier bases and will have to be replaced after the pier bases are remodeled. The question of expired service life is in accordance with a conference held some time ago in Portland which was attended by Mr. Stevens, Bridge Engineer of the Washington Department of Highways.

The alarming thing in this letter is the last paragraph on the first page of the letter in which only conditional approval, subject to the availability of funds, is given. I understand that the regulations under which the Army Engineers operate require that there be an item in their current budget providing funds in some amount for this project before they can proceed under the Truman-Hobbs Act and obligate themselves for any financial participation in the remodeling. They have said that even a token amount would be sufficient authority for them, although the actual reimbursement would depend upon the providing of additional funds in subsequent budgets. I believe this procedure has been followed in financing the Columbia River dams in which contracts were entered into in greater amounts than were included in a current budget and financed by appropriations in subsequent budgets.

This conditional approval leaves us in a situation in which, if we follow our present program, we would award a construction contract prior to the issuance of an order to reconstruct the span as provided in Section 513 of the Truman-Hobbs Act (Title 33, Sections 511 to 523 inclusive, United States Code Annotated). Having entered into such a construction contract, the

Director of the Budget or the Comptroller General might rule that, since the revisions had already been provided for by the States, there would be no need to invoke the Truman-Hobbs Act.

In a letter from the District Engineer dated December 1, 1955, of which you have a copy, we were advised that the District Office was "in receipt of the determination by the Secretary of the Army that the existing interstate bridge is unreasonably obstructive to navigation and should be altered to correspond with approved plans of the new parallel bridge." Section 513, cited above, says in part:

> "If, upon such hearing, the Secretary determines that any alterations of such bridge are necessary in order to render navigation through or under it reasonably free, easy, and unobstructed, having due regard also for the necessities of rail or highway traffic thereover, he shall so find and shall issue and cause to be served upon interested parties an order requiring such alterations of such bridge as he finds to be reasonably necessary for the purposes of navigation."

It would seem that this makes it mandatory for the Secretary to issue the order and, since in the same letter he approves the division of cost due to navigation in equal amounts to the States and the Federal Government, it would seem that his order to proceed with the work should be forthcoming rather than only the issuance of a conditional approval.

It would be appreciated if you would give some study to this matter, and I believe we should have a conference to determine what steps we shall take in view of these circumstances.

Very truly yours,

W. C. Williams
State Highway Engineer

Attach.
cc Mr. Forrest Cooper
Mr. G. S. Paxson
Mr. Leonard I. Lindas

GSP:gm hi

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

October 25, 1957

NPP 800.6(Col.R.-Bridges)-6.

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. W. C. Williams, State Highway Engineer

Gentlemen:

Reference is made to your letter of July 12, 1957, submitting plans, specifications and preliminary apportionment of costs for reconstruction of the existing Interstate Highway bridge crossing Columbia River between Portland, Oregon, and Vancouver, Washington.

Referring to the question of apportionment of costs, a service life of 100 years is acceptable and will be used in the final apportionment. The reason for the use of the riprap is not clear, however, in view of the statement on page 11 of the specifications that "this is a contingent item and may or may not be required. It is to be one of the last items of work performed." No need for this item in the interest of navigation is foreseen. Therefore, the Federal participation as approved tentatively is as set forth below.

As listed in your "Estimate of Federal Cooperation Work," the Government cost, less the item of $15,000, "Credit for Steel" which is reestimated below, is		$1,188,576
Less riprap (50% of total)	$51,000	
Expired service life		
2 Spans 41/100 of $73,258	30,036	
1 Pier 41/100 of $23,144	9,489	
Salvage steel 2 spans - 1026.6 tons @ $20/ton	20,532	111,057
Total contingent Federal participation		$1,077,519

The plans and specifications are satisfactory and are conditionally approved subject to availability of funds. Approval as required by Section 5 of the Bridge Alteration Act, with its requirement that bids be taken within 90 days after notification of such approval cannot be given until funds are appropriated for the alteration.

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

October 25, 1957

NPP 800.6(Col.R.-Bridges)-6.

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. W. C. Williams, State Highway Engineer

Gentlemen:

Reference is made to your letter of July 12, 1957, submitting plans, specifications and preliminary apportionment of costs for reconstruction of the existing Interstate Highway bridge crossing Columbia River between Portland, Oregon, and Vancouver, Washington.

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Less riprap (50% of total)	$51,000	
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Total contingent Federal participation		$1,077,519

The plans and specifications are satisfactory and are conditionally approved subject to availability of funds. Approval as required by Section 5 of the Bridge Alteration Act, with its requirement that bids be taken within 90 days after notification of such approval cannot be given until funds are appropriated for the alteration.

Copies of this letter are inclosed for the files of the Washington State Department of Highways and the Washington Toll Bridge Authority.

Very truly yours,

JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

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as indicated above

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September 6, 1957

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Re: Columbia River
Interstate Bridge

Attention: Mr. Theron Ragsdale, Chief
Operations Division

Dear Sir:

In your letter of August 19 commenting upon the portions of the work on the existing Columbia River Bridge between Portland and Vancouver which would be eligible for federal cooperation under the Truman-Hobbs Act, you suggested, among other things, the assumption of a service life of 70 years in calculating the expired life of the two steel spans which are to be removed. I would like to comment further upon this item.

While I realize that the service life of any structure depends upon so many factors that any assumption is only an estimate, I believe that there are circumstances in this particular case which justify a considerably longer estimate of service life. The service life of a structure primarily depends upon structural deterioration and obsolescence. This structure is on our main highway system under our control and under constant inspection and maintenance. In the past it has been maintained so that structural deterioration has been very minor. We have no reason to anticipate any less maintenance in the future and in our opinion the service life would never be terminated by structural deterioration. As to obsolescence, this may be considered from three viewpoints - ability to carry the loads imposed; traffic capacity; and possibility of highway realignment. When this structure was designed and built in 1917, it was designed for railroad loading and for a number of years carried heavy streetcar traffic between Portland and Vancouver. The structure, because of these loadings, is considerably above even our heaviest modern highway structures in its load-carrying capacity.

We are now building the new bridge parallel to this existing structure. The new bridge will carry three lanes southbound and the existing structure, which now carries four lanes of traffic, will carry three lanes northbound. This will provide for a six-lane divided facility and, in our opinion, if traffic should ever exceed the capacity of this facility, the remedy will be the building of another Columbia River crossing in a different location. In fact, in the Interstate Highway Program we propose such a corssing at a location considerably upstream from the existing structure. We do not believe that lack of traffic capacity will ever be a factor in the retirement of this facility because of obsolescence.

Before deciding upon the present project, a comprehensive traffic survey was made to determine the origin and destination of traffic which would be using the structure. We found that the major portion of such traffic is intercity in nature, traveling between Portland and Vancouver. This facility connects with the main traveled routes on the Portland side and enters Vancouver in the middle of the business district. Regardless of any future facility that might be built across the Columbia River, this route will still be necessary to serve the intercity traffic and will unquestionably be maintained in its present position.

In your letter of August 19, you set up a service life of 100 years for Pier 5 which is to be removed. This again is an estimate only, but for the purpose of segregating the reimbursable costs we are willing to accept it. We do feel, however, that the service life of the two steel spans should be assumed as equal to the service life of the pier and we ask that you use the service life of 100 years for both the spans and the pier.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. A. Bugge
Mr. W. C. Williams
Mr. P. M. Stephenson

RECEIVED
SEP 5 - 1957
FOR FILING

[illegible]
5205

September 4, 1957

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Attention: Mr. Theron Ragsdale, Chief
Operations Division

Dear Sir:

At our conference in your office August 30, question was raised as to the portion of the riprap shown on the summary sheet submitted with our letter of July 12 which would be chargeable to the revisions of the existing bridge because of navigational requirements.'

In checking this I find that 34,000 tons was estimated at $3.00 per ton for the total of $102,000. This is the entire amount of the estimated requirement covering both the new and the old bridges. Until the work is actually done we are in considerable doubt as to how much will go around the piers of the existing bridge. For purposes of the preliminary estimate, I would suggest that half of this amount be carried as a reimbursable item with the actual cooperative amount being adjusted to show the amount used when the job is completed.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gn

cc Mr. W. A. Bugge
Mr. P. M. Stephenson

U. S. ARMY ENGINEER DISTRICT, PORTLAND
CORPS OF ENGINEERS
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

August 19, 1957

NPP800.6(Columbia Riv.-Bridges)-6.

REFERRED TO
Paxson
By State Highway Engineer

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. W. C. Williams, State Highway Engineer

Gentlemen:

In reviewing the plans, specifications, cost estimates and apportionment of costs for the alteration of the existing Interstate Bridge across Columbia River between Portland, Oregon, and Vancouver, Washington, submitted with your letter of July 12, 1957, some items are noted which should be discussed with you prior to the forwarding the recommendations of this office to higher authority. These are as follows:

1. The expired service life of the two spans to be replaced by the 511-foot span.
2. Expired service life of the one pier to be removed.
3. Riprap. Your item No. 21.
4. Salvage value of the two steel spans to be removed.

On items 1 and 3 above this office has estimated the spans as 496 tons each. It is understood in estimating the salvage on the steel your office has used 375 tons each.

Your letter does not refer to expired service life of the two spans nor of the pier to be removed. This has been estimated as 38/70 of the original cost for the two steel spans, and 38/100 for the pier. It is believed that 70 years service life for the steel spans, and 100 years for the pier should be satisfactory, but the original costs of these items may need discussion and agreement.

Concerning item 3, Riprap (above) since the quantities to be used on the new and existing bridges are not definite it is proposed to consider this a contingent item at this time.

This office will be pleased to discuss these items with you at any time, but suggests that the date and time be agreed on beforehand.

Very truly yours,

T W Ragsdale
T. W. RAGSDALE
Chief, Operations Division

RECEIVED
AUG 21 1957
OREGON
STATE HIGHWAY COMMISSION

INTERSTATE BRIDGE
CONFERENCE WITH STATE HIGHWAY DEPARTMENTS
8-30-57

DEDUCTIBLE ITEMS

		Federal Govt. CREDITS
Item 1		
2 spans to be removed each 482 tons		
964 tons @ $62.80 =	$ 60,540	
Service life 70 years		
Expired service life 40/70 of $60,540 =		$ 34,594
Item 2		
2 spans to be removed (as above)		
964 tons, salvage value $20 per ton =		19,280
Item 3		
1 pier to be removed		
Original cost $21,040		
Service life 100 years		
Expired service life 40/100 of $21,040 =		8,416
		62,290
Item 4		
Riprap - Highway Department Item 21		
34,000 tons @ $3 per ton =		102,000
		164,290
Federal total estimate by Hwy. Depts.	$1,173,576	
To be deducted	164,290	
Total Cost Federal Government		$ 1,009,286

USED estimate Aug 30, 1957

INTERSTATE BRIDGE
CONFERENCE WITH STATE HIGHWAY DEPARTMENTS
8-30-57

DEDUCTIBLE ITEMS

Give ~~[illegible]~~ data to support 100yr

		Federal Govt. CREDITS
Item 1		
2 spans to be removed each ~~482~~ 490 tons		
980 ~~964~~ tons @ $62.80 =	$ 60,540	
Service life 70 years		
Expired service life 40/70 of $60,540 =		$ 34,594
Item 2		
2 spans to be removed (as above)		
980 ~~964~~ tons, salvage value $20 per ton =		19,280
Item 3		
1 pier to be removed		
Original cost $21,040		
Service life 100 years		
Expired service life 40/100 of $21,040 =		8,416
		62,290
Item 4		
Riprap - Highway Department Item 21		
34,000 tons @ $3 per ton =		102,000 -check as to new and old bridges
		164,290
Federal total estimate by Hwy. Depts.	$1,173,576	
To be deducted	164,290	
Total Cost Federal Government		$1,009,286

See page #5 of agreement in regard to riprap for both strs.

A

RECEIVED
AUG 30 1957
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5205

August 29, 1957

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Reference is made to your letter of August 19, 1957 relative to cost and service life of the two steel spans and Pier 5 that are to be removed in revising the existing Interstate Bridge between Portland, Oregon, and Vancouver, Washington.

The points raised in your letter will be discussed at the conference to be held in your office August 30. The original cost of the spans and the pier when built have been fairly accurately determined by reference to the unit prices of the contracts which are on file in the office of the County Roadmaster of Multnomah County. The structure was completed in 1917. There were a number of contracts entered into in the original construction and portions of the span and pier costs show on several of them. The pier cost is in the substructure contract. There were three contracts affecting the span costs: fabrication, erecting and concrete deck. The unit prices are from these contracts. The quantities are our computations from the plans. The estimated original costs are as follows:

PIER 5

Excavation	Included in concrete cost		
Piling	5,850 lin. ft.	at $ 0.46	$ 2,691.00
Concrete in pier shaft	378 cu. yds.	9.00	3,402.00
Concrete in pier base	1,088 cu. yds.	12.00	13,056.00
Metal reinforcement	4,000 lbs.	0.03	120.00
Riprap	900 cu. yds.	2.05	1,845.00
Willow mats	2,900 sq. yds.	0.70	2,030.00
			$23,144.00

ONE 265-FOOT STEEL SPAN

Roadway deck and paving	1,152 sq. yds.	at $3.48	$ 4,008.96
Sidewalk	180 sq. yds.	2.10	378.00
Structural Steel:			
a. Furnish and fabricate	980,000 lbs.	0.0259	25,382.00
b. Erect	980,000 lbs.	0.0055	5,390.00
Street car rails:			
a. Furnish	46,600 lbs.	0.02755	1,283.83
b. Place	46,600 lbs.	0.0040	186.40
			$36,629.19

2 spans at $36,629.19 = $73,258.38.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. A. Bugge, Director
Washington Department of Highways

Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority

Mr. W. C. Williams
Mr. P. M. Stephenson

RECEIVED
SEP 4 - 1957
FOR FILING

7711

5205

August 23, 1957

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Dear Mr. Bugge:

Following our telephone conversation this morning, I contacted the U. S. Engineers and have made an appointment with Mr. Ragsdale to meet in his office at 10:30 a.m., Friday, August 30, to discuss the items which are eligible for federal cooperation on the revision of the existing Columbia River Bridge between Portland and Vancouver. I am attaching hereto a copy of the letter from the U. S. Engineers concerning matters to be discussed at this conference.

I will have figures to support the original cost of the steel spans and of the pier which will be under discussion. I do not believe we will have any difficulty in resolving the question of riprap. I am in considerable doubt as to the method to be used in arriving at a salvage value for the two steel spans. The only feasible method I have in mind now is to take bids on the spans after they are removed and stored, and sell the steel to the highest bidder. I would suggest that you consider this matter prior to the meeting and it may be that we can have some concrete scheme to present to the engineers.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority

Mr. W. C. Williams

August 23, 1957

Mr. Theron W. Ragsdale
Chief, Operations Division
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Mr. Ragsdale:

This will confirm our telephone conversation of this morning and establish the date for our meeting to discuss the federal cooperation on the revision of the existing bridge over the Columbia River between Portland and Vancouver. The meeting is to be in your offices at 10:30 a.m., Friday, August 30.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

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JUL 24 1957
FOR FILING

7471

5205

July 23, 1957

Honorable Richard L. Neuberger
United States Senator
Senate Office Building
Washington, D. C.

Dear Senator Neuberger:

In behalf of the Oregon State Highway Department, I am most appreciative and thank you for your prompt and efficient efforts in obtaining an allocation of $10,000 to the Public Works Appropriations bill so that we may be in position to execute an agreement with the United States Corps of Engineers for the alteration of the Vancouver-Portland bridge for navigation benefits.

I am, of course, hopeful that the item will be retained in conference. At the same time, I appreciate that what you have done is of great benefit to this Department.

Very truly yours,

W. C. Williams
State Highway Engineer

WCW:hi
cc Honorable Robert D. Holmes

DENNIS CHAVEZ, N. MEX., CHAIRMAN
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United States Senate
COMMITTEE ON PUBLIC WORKS

July 17, 1957

Mr. W. C. Williams
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Williams:

I was pleased that the Senate Appropriations Committee added an allocation of $10,000 to the Public Works Appropriations bill so the Corps of Engineers may work with the states of Oregon and Washington for alteration of the Vancouver-Portland bridge.

You will recall that I wrote to Senator Carl Hayden, chairman of the committee, on June 12th withyour urgent appeal for action. There is every reason to believe that the item will be retained in conference.

I hope that this effort will be of assistance to you in working out arrangements for alteration of the bridge.

With best wishes, I am

Sincerely,

Dick Neuberger

Richard L. Neuberger
United States Senator

RLN:jc

cc: Honorable Robert D. Holmes

RECEIVED
JUL 23 1957
OREGON
STATE HIGHWAY COMMISSION

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RECEIVED
JUL 19 1957
FOR FILING

2111

5205

July 18, 1957

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Re: Alteration of existing
Interstate Bridge across
Columbia River

Dear Mr. Bugge:

We are mailing you under separate cover two complete sets of plans and two copies of the specifications for the reconstruction of the existing bridge over the Columbia River. We are sending you herewith two copies of our estimate which is broken down into items which we feel are eligible under the Truman-Hobbs Act and those which are not. I am also attaching two copies of a letter dated July 12 to the District Engineer which accompanied the plans, specifications and estimates when we submitted these documents to him.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attachments

cc Mr. W. C. Williams
Mr. P. M. Stephenson
Mr. Marshall Dresser

RECEIVED
JUL 19 1957
FOR FILING

7771

5205

July 18, 1957

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Attention: Mr. Theron Ragsdale

Dear Sir:

On July 12 I delivered to you the complete plans for the revisions to the existing bridge over the Columbia River between Portland, Oregon, and Vancouver, Washington. The title sheet of these plans did not bear the signatures of approval of the Highway Departments of Washington and Oregon, nor of the Washington Toll Bridge Authority. I am attaching hereto substitute title sheets showing the approval of the Oregon State Highway Commission, Washington Department of Highways, and the Washington Toll Bridge Authority.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach. (6)

cc Mr. W. C. Williams

RECEIVED
JUL 15 1957
FOR FILING

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52e5

FORM S-198

COMMISSIONERS
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SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
COUNSEL

July 12, 1957

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Re: Alteration of Interstate
Bridge across Columbia River,
Portland, Oregon to
Vancouver, Washington

Dear Sir:

In accordance with your letter of May 31, 1957, I submit herewith six sets of the plans, specifications and estimate for the alteration of the existing Interstate Bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington. The plans for this project consist of a title sheet, Oregon State Highway Department drawings 13501 to 13548, inclusive, Washington Department of Highways drawings 13549 to 13558, inclusive, Oregon State Highway Department drawings 2050, 9233, S-83 and S-215. The drawings, specifications and estimate are submitted for your examination under the terms of the Act of Congress of June 21, 1940, Chap. 409, 54 Stat. 497 (Truman-Hobbs Act).

The alteration of the existing bridge across the Columbia River is necessary to match the clearances, both vertical and horizontal, provided by the new parallel bridge now under construction. This involves the removal of pier No. 5 of the existing bridge and the replacement of the two existing spans from pier No. 4 to pier No. 6 with a single span. It also necessitates the raising of the existing bridge to provide additional clearances.

The additional height of the piers supporting the bridge at the higher grade line causes an increase in foundation pressures requiring additional footing area and reinforcement of the existing piers.

The total reconstruction also involves certain items which are not attributable to the needs of navigation. In the attached estimates we have segregated these items showing the cost attributable to navigational requirements and have shown the 50 percent of this cost which should be borne by the Federal Government under the terms of the Truman-Hobbs Act, which arrangement you have approved in principle in your letter of December 1, 1955. Our estimate of the cost to the Federal Government is $1,173,576. This estimate will be revised upon award of contract to correspond with the amounts bid for the various items.

It is proposed that a construction contract for the project be advertised for the receipt of bids in December of this year or January of 1958. Approval of the plans, specifications and estimates submitted herewith is requested so that the terms of the Truman-Hobbs Act may be complied with in such advertisement. If you have any questions concerning this submission, we will of course be available for conference with you.

Very truly yours,

W. C. Williams
State Highway Engineer

Attachments

2 copies sent Mr. Bugge with letter of 7/18/57, from Mr. Paxson.

Interstate (East) Bridge Reconstruction
Est. of Federal Coop work
* For detail see items marked 'C' on sheets 1 to 8 attached

#	Item	Total	*Coop Work
	Contract	248748 -	248748 -
1	Alter Pier 4	234108	234108 -
2	" " 6	235942	235942 -
3	" " 7	233032	233032 -
4	" " 8	229272	229272 -
5	" " 9	10727 -	10727 -
6	" " 10	50000	50000 -
7	Remove Pier 5	52000	34667 -
8	" Spans 5, 6 & 14	652320	652320 -
9	Span 5/6 in place	21660	21660 -
10	Alter Span 4	93480	93480 -
11	" Spans 7 & 8	1599	1599 -
12	" Span 9	2707	2707 -
13	" " 10	10115	10115 -
14	" " 11	1599	1599 -
15	" " 12	1599	- • -
16	" " 13	307259	- • -
17	Elec & Mech. Equipt	5000	- • -
18	Bridge Buildings	2500	- • -
19	Alter Constn. Walkway	117000	- • -
20	Maint Painting	102,000	102,000
21	Riprap	20000	- • -
22	Roadway Lighting	173090 -	- • -
23/33	South Approach		
	ST. Contract	2828757 -	2161976 -
	Misc Items	2500 -	- • -
	Misc grading S. app.		
	ST. Constn.	2831257 -	
		283125.70	
	10% Eng & Contingency		
	Total	3114382.70	
			1080988 -
	Fed. Coop @ 50% of Coop work		107583
	" " on Eng @ 38% of Total Eng.		- 15000
	Credit on steel		
	Fed Total		11735
	Sched A		

Interstate (East) Bridge Reconstruction [illegible]
Estimate of Cost. For Comparison of Bids
Summary See Sheets 1-8 attached for detail

	Contract		
	Alter Pier 4	248748	
2	" " 6	254108	
	" " 7	235942	
	" " 8	233032	
	" " 9	229278	
	" " 10	10727	
7	Remove Pier 5	50000	
	Remove Spans 5, 6 & 14	52000	
	Span 5/6 in Place	652340	
	Alter Span 4	21660	
	" " 7 & 8	93480	
	" " 9	1599	
	" " 10	2707	
	" " 11	10115	
	" " 12	1599	
	" " 13	1599	
	Electrical & Mechanical Equipt	307259	
	Bridge Buildings	8000	
	Alter Constn. Walkway	8500	
20	Maint. Painting	117000	
21	Riprap	108000	
22	Roadway Lighting	40000	
23/33	South Approach	173090	2828757
	Miscel Items		2500
	Misc grading S. appr.		
	ST Constn.		2831257
	Engr & Contingency		28312570
	Total		311438270

Sched. A 2 of 10

1-c

Items noted "C" are Fed. coop. items

Bid Item #		Item		Amt	Totals
1		ALTER PIER 4 All Road			248748
C	All Road	Shoring, Cribbing, etc		70000-	
C	1200 C.Y.	Struct. Excav @ $15		18000-	
C	5400 L.Ft	Piling @ 1.00		5400-	
C	108 Only	Drive Piles @ $125		13500-	
C	533 C.Y.	Seal Conc @ $40		21320-	
C	1006 C.Y.	Class A Conc @ $80		80480-	
C	57000 lbs.	Metal Reinf @ 14¢		7980-	
C	9300 lbs	Tie rods, pads. @ 60¢		5580-	
C	All Road	Alter exist pier			
		Drill 164' 4"ф holes @ $2.00	328-		
		" 1200' 2½"ф " " 1.50	1800-		
		Remove 44M FBM lbr @ $40	1760-		
C		Misc Alterations @	22600-	26488-	
2		ALTER PIER 6 All Road			234108-
C	All Road	Shoring, Cribbing, etc		70000-	
C	1200 C.Y	Struct. Excav. @ $15		18000-	
C	3300 LFt	Piling @ $1		3300-	
C	66 Only	Drive Piles @ $60		3960-	
C	489 C.Y.	Seal Conc @ $40		19560-	
C	1048 C.Y.	Class A Conc @ $80		83840-	
C	67400 lbs	Metal Reinf @ 14¢		9436-	
C	5500 lbs	Tie Rods & pads @ 60¢		3300-	
C	All Road	Alter Exist. Pier			
		96' 4"ф holes @ $2	192-		
		1200' 2½"ф " " $1.50	1800-		
		Remove 43M Lbr @ $40	1720-		
		Misc alt.	1000	4712-	
C	All Road	Move out & return span 7		18000	

Sched A 3 of 10

2 of 8

3.d item #			Item		Amt	Totals
3			ALTER PIER 7	All Reqd.		235942
	C	All Reqd.	Shoring, cribbing etc		70000 -	
	C	1200 CY	Struct. Excav. @ $15		18000 -	
	C	3200 LFt	Piling @ $1		3200 -	
	C	64 only	Drive Piles @ $60		3840 -	
	C	489 CY	Seal conc @ $40		19560 -	
	C	1070 CY	Cl. A conc @ $80		85600 -	
	C	69500#	Metal Reinf @ 14¢		9730 -	
	C	5500#	Tie rods & pads @ 60¢		3300 -	
	C	All Reqd	Alter exist. pier			
			96' 4"Φ holes @ $2	192 -		
			1200' 2½"Φ " " @ $1.50	1800 -		
			Remove 43M lbs @ $40	1720 -		
			Misc alt @	1000 -	4712 -	
	C	All Reqd.	Move out & return span 8		18000 -	
2			ALTER PIER 8	All Reqd		233032
	C	All Reqd	Shoring, Cribbing, etc		70000 -	
	C	1200 CY.	Struct. Excav @ $15		18000 -	
	C	2700 LFt	Piling @ $1		2700 -	
	C	54 Only	Drive Piles @ $60		3240 -	
	C	489 CY.	Seal Conc @ $40		19560 -	
	C	1050 CY	Cl. A Conc @ $80		84000 -	
	C	68,000#	Metal Reinf @ 14¢		9520 -	
	C	5,500#	Tie Rods & pads @ 60¢		3300 -	
	C	All Reqd	Alter exist pier			
			96' 4"Φ holes @ $2	192 -		
			1200' 2½"Φ " " @ $1.50	1800 -		
			Remove 43M Lbs @ $40	1720 -		
			Misc alt @	1000 -	4712 -	
	C	All Reqd	Move out & return span 9		18000 -	

Sched a 4 of 10

S.d Item #	Item			Amt	Totals
5	ALTER PIER 9	All Reqd			229272-
	c All Reqd Shoring, Cribbing, etc.			70000-	
	c 1200 C.Y. Struct. Excav. @ $15			18000-	
	c 3700 LFt Piling @ $1			3700-	
	c 64 Only Drive Piles @ $60			3840-	
	c 489 CY Seal Conc @ $40			19560-	
	c 1005 CY Cl. A. Conc. @ $80			80400-	
	c 59000# Metal Paint @ 14¢			8260-	
	c 5500# Tie rods & pads @ 60¢			3300-	
	c All Reqd Alter exist. pier				
	96' 2"ϕ holes @ $2		192-		
	1200' 2½"ϕ " " $1.50		1800-		
	Remove 43 M Lbr $40-		1720-		
	Misc alt.		1000	4712-	
	c All Reqd Move out & return span 10			18000-	
6	ALTER PIER 10	All Reqd.			10727
	c 109 C.Y. Class A Conc @ $80			8720-	
	c 9000# Metal Paint @ 14¢			1260-	
	c All Reqd Alter exist. pier				
	10' 2"ϕ holes @ $1.50		15-		
	153' 1½"ϕ " " $1.50		229.50 232-		
	Misc alt.		500-	747-	
7	REMOVE PIER 5	All Reqd			50000
	c 1350 C.Y. Conc @ $25			33750-	
	c 90 only Piles @ $100			9000-	
	c All Lumber, etc.			7250-	
8	REMOVE SPANS 5, 6 & 14	All Reqd			52000
	3 @ 375 T ea = 1125 T @ $46+				
	c (Spans 5 & 6 only are coop 2/3 of amt.				

Bond 4 5 of 10

4-8

Bid Item #		Item		Amt	Total
9		SPAN 5/6 in PLACE All Reqd			652320
	C 758,000#	Struct carb. stl. @ 32¢		242560-	
	C 1,063,000#	" low alloy stl. @ 34¢		361420-	
	C 438 C.Y.	Cl. A Conc @ $80		35040-	
	C 95000#	Metal reinf @ 14¢		13300-	
10		Alter Span 4 - All Reqd			21660-
		Steel Work on Tower			
	C 8900#	Struct. Carb. Steel @ 32¢		1248-	
	C All Reqd.	Misc. steel work		7710-	
		Deck at Pier 4			
	C 28 C.Y.	Remove old conc @ $100		2800-	
	C 22 C.Y.	Cl. A Conc @ $80		1760-	
	C 3100#	Metal Reinf @ 14¢		434-	
	C 31000#	Al. wear. surface @ 1¢		310-	
		Jacking, Equipt. etc			
	C 7 Ft	Jacking @ 400'		2800-	
	17400#	Low Alloy Stl @ 34¢	5916-		
	2400#	Cast Stl @ 1$	2400-		
	410#	Forged Stl @ 1$	410-		
	70#	Springs @ 1$	70-		
	700#	Wire rope @ 60¢	420-		
	C	Pro rate share this span 50%	9216-	4608-	
11		Alter Spans 7 & 8 All Reqd			93480
	C 540 C.Y.	Remove Conc @ $30		16200-	
	C 124,000#	" steel @ 5¢		6200-	
	C 594 C.Y.	Cl. A Conc @ $80		47520-	
	C 124000#	Metal Reinf @ 14¢		17360-	
	C All Reqd	Adjust Rail		6200-	

[illegible]

50-8

12	**ALTER SPAN 9**	All Regd			1599-
C	4 C.Y.	Remove Conc @ $30		120-	
C	750#	Str Carb. Stl @ 32¢		240-	
C	1500#	Low alloy stl @ 34¢		510-	
C	4 C.Y.	Cl. A Conc @ 80-		320-	
C	600#	Metal Paint @ 14¢		84-	
C	4500#	A.C. Wear surf. @ 1¢		45-	
C	All Regd	Misc Alterations		280	
					2707-
13	**ALTER SPAN 10**				
C	8 C.Y.	Remove Conc @ $30		240-	
C	1700#	Str. Carb. Stl. @ 32¢		544-	
C	1500#	Low Alloy Stl. @ 34¢		510-	
C	8 C.Y.	Cl. A Conc @ $80		640-	
C	1000#	Metal Paint @ 14¢		140-	
C	7300#	A.C. Wear surf @ 1¢		73-	
C	All Road	Misc alt. @		560-	
					10115-
14	**ALTER SPAN 11**				
C	8 C.Y.	Remove Conc @ $30		240-	
C	1700#	Str. Carb. Stl. @ 32¢		544-	
C	1500#	Low alloy stl. @ 34¢		510-	
C	8 C.Y.	Cl. A Conc @ $80		640-	
C	1000#	Metal Paint @ 14¢		140-	
C	7300#	A.C. Wear Surf @ 1¢		73-	
C	All Road	Misc alt. @		560-	
	Jacking,	equipt. etc.		2800-	
C	7 Ft	~~Jacking~~ @ 400			
	17400#	Str low alloy stl @ 34¢	5916-		
	2400#	Cast stl @ 1$	2400-		
	410#	Forged Stl @ 1$	410-		
	70#	Springs @ 1$	70-		
	700#	Wire rope @ 60¢	420-		
C	Prorata share this span 50%		9216-	4608-	
					Second A 7 of 10

15		**ALTER SPAN 12**	All Reqd.		1599 -
	c	4 C.Y.	Remove conc @ $30	120 -	
	c	750#	Str. Carb. Stl. @ 32¢	240 -	
	c	1500#	Str. Low Alloy Stl @ 34¢	510 -	
	c	4 C.Y.	Cl. "A" Conc. @ $80	320 -	
	c	600#	Metal Reinf. @ 14¢	84 -	
	c	4500#	A.C. Wear. surf. @ 1¢	45 -	
	c	All Reqd.	Misc. alt. @	280 -	
16		**ALTER SPAN 13**	All Reqd.		599 -
		4 C.Y.	Remove conc @ $30	120 -	
		750#	Str. Carb. Stl @ 32¢	240 -	
		1500#	Str. Low Alloy stl @ 34¢	510 -	
		4 C.Y.	Cl. "A" Conc @ $80	320 -	
		600#	Metal Reinf. @ 14¢	84 -	
		4500#	A.C. Wear. surf @ 1¢	45 -	
		All Reqd.	Misc Alt @	280 -	
17		**ELECTRICAL & MECHANICAL EQUIPT.**			307259 -
		At Tower Span 2	(181259)		
		Deck work for cwt support bent			
		3 C.Y.	Remove old conc @ $30	90 -	
		3 C.Y.	Cl. "A" conc @ $80	240 -	
		350#	Metal Reinf. @ 14¢	49 -	
		3000#	A.C. Wear surface @ 1¢	30 -	
		Steel Work on tower			
		2200#	Str. carb. stl @ 32¢	704 -	
		All Reqd	Misc steel work	1210 -	
		Machinery			
		57500#	Remove old sheaves @ 10¢	5750 -	
		42500#	" " rope @ 10¢	4250 -	
		37500#	New cwt rope @ 60¢	22500 -	
		1000#	Zinc for sockets @ $1	1000 -	
		45000#	Sheaves @ 60¢	27000 -	

Sched.

-cont'd.

3400#	Machine shafts @ 40¢	1360-
4 Only	New bearings @ 2500	10000-
At tower Span A		
Deck work for cwt support bent		
10 C.Y.	Remove old conc @ 30-	300-
13 C.Y.	Class A Conc @ 80-	1040-
1800#	Metal Reinf @ 14¢	252-
Steel work on tower (see alter spans)		
Machinery		
57500#	Remove old sheaves @ 10¢	5750-
42500#	" " ropes @ 10¢	4250-
37500#	New cwt ropes @ 60¢	22500-
1000#	Zinc for sockets @ 1$	1000-
45000#	Sheaves, cast steel @ 60¢	27000-
3400#	Machine shafts @ 40¢	1360-
4 Only	New bearings @ 2500	10000-
Cwt support bents - (both towers)		
51500#	Struct carb stl @ 32¢	16480-
36600#	" low alloy stl @ 34¢	12444-
47000#	Stl by State (place only) @ 10¢	4700-
Misc for Job.		
All Req'd	Balance chains & balancing	16000-
- -	Misc addnl machinery	12000-
- -	Remove exist. equipt.	15000-
- -	Install equipt furnished	3000-
- -	Traffic gates	5000-
- -	Yielding barriers	40000-
- -	Elec. equipt - except rdway lts, navig lights & air beacons	35000-

8	**BRIDGE BUILDINGS**		All Read		8000-
	New Gatemans House			3500-	
	" Transformer House			3000-	
	Remove old houses			1500-	
				1[illegible]	
9	**ALTER CONSTRUCTION WALKWAY**				2500
	All Read Lbr, Hwd, etc.				
20	**MAINTENANCE PAINTING**		All		117000
	3900 Tons @ $30			117000-	
21	**RIPRAP**				102000-
C	34,000 Tons @ $3		Per Ton	102000-	
22	**ROADWAY LIGHTING**		All		40000
	SOUTH APPROACH				
23	All Read	Shoring, Cribbing etc		10000-	
24	900 C.Y.	Str. Excav @ 5.00		4500-	
25	80 C.Y.	Ex. Below El. Shown @ 5.00		400-	
26	1800 LFt	Furnish Untreated Tbr Piling @ 1.00		1800-	
27	4300 " "	" Treated " " @ 1.50		6450-	
28	112 Only	Drive Timber Piles @ 40-		4480-	
29	100 C.Y.	Seal Conc @ $30		3000-	
30	1160 C.Y.	Class A Conc @ $80		92800-	
31	290,000#	Metal Reinf @ 14¢		40600-	
32	540 LFt	Std Handrail @ $14.00		7560-	
33	200 SqYds	Concrete Slab Riprap @ 7.50		1500-	17309

RECEIVED
JUL 10 1957
FOR FILING

1911

5-05

July 10, 1957

Mr. W. A. Bugge, Director
Washington Department of Highways
Transportation Building
Olympia, Washington

Dear Sir:

Re: Interstate (East) Bridge

We are mailing under separate cover the tracing of the title sheet that will be a part of the plans for reconstruction of the Interstate (East) Bridge. Will you please have the necessary signatures affixed to the tracing and return same to us.

We will have completed sets of the plans and specifications ready to mail to you the last of this week or early next week.

Very truly yours,

G. S. Paxson
Assistant State Highway Engineer

CAG/mm

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United States Senate
COMMITTEE ON PUBLIC WORKS

June 12, 1957

5205

NOTED
W. C. WILLIAMS

Honorable Carl Hayden, Chairman
Committee on Appropriations
United States Senate
Washington, D.C.

Dear Senator Hayden:

I am enclosing a copy of a letter which I received from the Oregon State Highway Engineer in connection with a token appropriation to the Corps of Engineers for remodeling the existing Columbia River bridge between Portland and Vancouver.

Mr. Williams points out the necessity of including such an allocation in the public works appropriations for the coming fiscal year so that the Army Engineers will have authority to enter into an agreement with the State of Oregon on this project. When I and other members of the Oregon delegation appeared before the committee, we urged the allocation of funds sufficient to carry out this purpose. I hope that the committee will give favorable consideration to our request.

With best wishes, I am

Sincerely,

Richard L. Neuberger

RLN:jc
Encl.

cc: Mr. W. C. Williams

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
JUN 5 1957
FOR FILING

[illegible]

52-5

Salem, Oregon
June 4, 1957

Existing Vancouver-Portland
Interstate Bridge

Mr. P. M. Stephenson
Bridge Engineer

Herewith copy of a letter from the Army Engineers regarding plans, specifications and apportionment of cost for the alteration of the existing bridge over the Columbia River.

Please make every effort to get these data to the Army Engineers as soon as practicable.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

Attach.

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

May 31, 1957

State of Oregon
Highway Department
Salem, Oregon

ATTENTION: Mr. G. S. Paxson, Asst. Highway Engineer

Gentlemen:

Information recently received concerning the alteration of the existing Interstate bridge crossing Columbia River between Portland, Oregon, and Vancouver, Washington, is to the effect that detail plans and specifications and preliminary apportionment of costs for alteration should be submitted as soon as practicable.

It will be necessary for the Highway Department to receive bids and make the recommendation of award the latter part of November, 1957, in order that the contract may be awarded on or before December 31, 1957, as indicated in your schedule.

The Corps of Engineers is prepared to approve the plans and specifications for the alteration, and authorize advertisement for bids not later than November 1, 1957, in order that your schedule may be met.

Very truly yours,

JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

RECEIVED
JUN 4 1957

RECEIVED
MAY 28 1957
FOR FILING

[illegible]
5205

May 28, 1957

The Honorable Richard L. Neuberger
United States Senator
Senate Office Building
Washington, D. C.

Dear Senator Neuberger:

I have your letter of May 21 and wish to thank you for the efforts you are making in getting a token appropriation of $10,000 to remodel the existing Columbia River bridge between Portland and Vancouver for the benefit of navigation. It is improbable that any of this money would be used under the 1958 appropriation, as the reimbursable work will be done in the time covered by the 1959 budget, but unless such an item is in the budget, the Army Engineers have no authority to enter into an agreement with us covering the project.

I do believe that it is quite important that such authorization be given the Army Engineers so that our agreements can be executed before we enter into a construction contract.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. G. S. Paxson

GSP:fn

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RICHARD L. CALLAGHAN, CHIEF CLERK

United States Senate
COMMITTEE ON
INTERIOR AND INSULAR AFFAIRS

May 21, 1957

Mr. W. C. Williams
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Williams:

Thank you for your recent letter in regard to the need for alteration of the existing bridge between Portland and Vancouver.

You will be pleased to know that I, along with other members of the Oregon delegation, appeared before the House and Senate Appropriations Committees this week to urge the allocation of $10,000 to the Corps of Engineers for this purpose. I am sure that members of the State Highway Commission are aware of the severe economy pressure evident at this session of the Congress. In view of the fact that the Administration did not include this item in the budget for the Corps of Engineers' public works projects, it will undoubtedly be difficult to win Appropriations Committee approval. Despite this situation, I assure you that Senator Morse and I will use what influence we have to add the $10,000 item to the 1958 appropriation.

Thank you for calling this matter to my attention.

With best wishes, I am,

Sincerely,

Dick Neuberger

Richard L. Neuberger
United States Senator

RLN:pc

RECEIVED
MAY 27 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 27 1957
FOR FILING

7011

5205

May 24, 1957

Honorable Wayne Morse
Senate Office Building
Washington, D. C.

Dear Senator Morse:

I have your letter of May 21 concerning the inclusion of an item in the 1958-fiscal-year budget covering the reconstruction of the present bridge over the Columbia River between Portland and Vancouver. I wish to thank you for your efforts in this matter as it is quite important that the states' interests be safeguarded in the matter of Federal reimbursement for the cost due to accommodating navigation.

It would be appreciated if you would convey my thanks to the other members of the delegation.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. G. S. Paxson

GSP:gm fn

THEODORE FRANCIS GREEN, R. I., CHAIRMAN

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CARL MARCY, CHIEF OF STAFF
C. C. O'DAY, CLERK

United States Senate
COMMITTEE ON FOREIGN RELATIONS

[illegible], [illegible]

[illegible]
[illegible]
[illegible]
[illegible], [illegible]

Dear Mr. [illegible]:

[illegible]

I [illegible] to obtain [illegible] further information, [illegible].

With kindest regards,

Sincerely,

Wayne Morse

[illegible]

[illegible]

NOTED
G. S. PAXSON

RECEIVED
MAY 23 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 6 - 1957
FOR FILING
[illegible]
5205

May 3, 1957

Honorable Richard L. Neuberger
Senate Office Building
Washington, D. C.

Dear Senator Neuberger:

The permit for the reconstruction of the existing Columbia River Interstate Bridge between Portland, Oregon, and Vancouver, Washington, was issued by the Secretary of the Army on August 26, 1954. This permit required the two States to raise the central portion of the existing bridge to provide additional vertical clearance for navigation and to replace two of the existing spans with a single span to provide additional horizontal clearance. In accepting the permit under these terms, the States requested that the Federal Government bear a portion of the cost as provided by Section 6 of the Act of Congress of June 21, 1940, as amended (Truman-Hobbs Act). Since the revisions to the existing bridge are primarily for the benefit of navigation and were ordered pursuant to a determination by the Secretary of the Army that the existing bridge was an unreasonable obstruction to navigation, under date of December 1, 1955, the Corps of Engineers advised us of their approval of participation in the cost under the terms of the Truman-Hobbs Act. I am attaching a copy of their letter of that date. The Chief Engineer, Corps of Engineers, has been advised of the States' intention to provide the funds for the States' portion of the work.

Under the Truman-Hobbs Act, the Secretary of the Army, after approval of the plans and specifications, enters into an agreement with the States covering the project. The Secretary of the Army, however, cannot enter into such an agreement unless funds are provided in the current fiscal year budget covering the Federal Government's portion of the cost. We have been advised that the Director of the Budget has eliminated this item from the budget for the 1958 fiscal year on the grounds that work eligible for federal participation will not be done during that fiscal year.

The States intend to award a contract for the revisions to the existing bridge late this year, so that the complete project may be opened to traffic at the earliest possible date, and while it is probable that only a relatively small amount of work in which the Federal Government would participate will be done during the 1958 fiscal year, the deletion of the item in the budget will not allow the agreement to be completed prior to the award of the contract for the work. There is some question whether a subsequent agreement can be made applicable to a project already under contract.

We are advised that a small authorization in the 1958 fiscal year budget will enable the Secretary of the Army to enter into an agreement with States on a continuing basis in the same manner now used in financing the dams on the Columbia River. It is suggested that an item of $10,000 would be sufficient for this purpose.

It would be a great service to both States if this item were restored to the budget, and it would be appreciated if you would use your influence with the Committees handling the matter. An identical request has been sent to Senator Morse and Congresswoman Green.

Respectfully yours,

W. C. Williams
State Highway Engineer

Encl.

GSP:gm hi

RECEIVED
MAY 6 - 1957
FOR FILING

5205

May 3, 1957

Honorable Edith Green
Member of Congress
House Office Building
Washington, D. C.

Dear Mrs. Green:

The permit for the reconstruction of the existing Columbia River Interstate Bridge between Portland, Oregon, and Vancouver, Washington, was issued by the Secretary of the Army on August 26, 1954. This permit required the two States to raise the central portion of the existing bridge to provide additional vertical clearance for navigation and to replace two of the existing spans with a single span to provide additional horizontal clearance. In accepting the permit under these terms, the States requested that the Federal Government bear a portion of the cost as provided by Section 6 of the Act of Congress of June 21, 1940, as amended (Truman-Hobbs Act). Since the revisions to the existing bridge are primarily for the benefit of navigation and were ordered pursuant to a determination by the Secretary of the Army that the existing bridge was an unreasonable obstruction to navigation, under date of December 1, 1955, the Corps of Engineers advised us of their approval of participation in the cost under the terms of the Truman-Hobbs Act. I am attaching a copy of their letter of that date. The Chief Engineer, Corps of Engineers, has been advised of the States' intention to provide the funds for the States' portion of the work.

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The States intend to award a contract for the revisions to the existing bridge late this year, so that the complete project may be opened to traffic at the earliest possible date, and while it is probable that only a relatively small amount of work in which the Federal Government would participate will be done during the 1958 fiscal year, the deletion of the item in the budget will not allow the agreement to be completed prior to the award of the contract for the work. There is some question whether a subsequent agreement can be made applicable to a project already under contract.

We are advised that a small authorization in the 1958 fiscal year budget will enable the Secretary of the Army to enter into an agreement with States on a continuing basis in the same manner now used in financing the dams on the Columbia River. It is suggested that an item of $10,000 would be sufficient for this purpose.

It would be a great service to both States if this item were restored to the budget, and it would be appreciated if you would use your influence with the Committees handling the matter. An identical request has been sent to Senator Morse and Senator Neuberger.

Respectfully yours,

W. C. Williams
State Highway Engineer

Encl.
GSP:gm hi

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RECEIVED
MAY 6 - 1957

FOR FILING
1731

5205

May 3, 1957

Honorable Wayne Morse
Senate Office Building
Washington, D. C.

Dear Senator Morse:

The permit for the reconstruction of the existing Columbia River Interstate Bridge between Portland, Oregon, and Vancouver, Washington, was issued by the Secretary of the Army on August 26, 1954. This permit required the two states to raise the central portion of the existing bridge to provide additional vertical clearance for navigation and to replace two of the existing spans with a single span to provide additional horizontal clearance. In accepting the permit under these terms, the States requested that the Federal Government bear a portion of the cost as provided by Section 6 of the Act of Congress of June 21, 1940, as amended (Truman-Hobbs Act). Since the revisions to the existing bridge are primarily for the benefit of navigation and were ordered pursuant to a determination by the Secretary of the Army that the existing bridge was an unreasonable obstruction to navigation, under date of December 1, 1955, the Corps of Engineers advised us of their approval of participation in the cost under the terms of the Truman-Hobbs Act. I am attaching a copy of their letter of that date. The Chief Engineer, Corps of Engineers, has been advised of the States' intention to provide the funds for the States' portion of the work.

Under the Truman-Hobbs Act, the Secretary of the Army, after approval of the plans and specifications, enters into an agreement with the States covering the project. The Secretary of the Army, however, cannot enter into such an agreement unless funds are provided in the current fiscal year budget covering the Federal Government's portion of the cost. We have been advised that the Director of the Budget has eliminated this item from the budget for the 1958 fiscal year on the grounds that work eligible for federal participation will not be done during that fiscal year.

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It would be a great service to both States if this item were restored to the budget, and it would be appreciated if you would use your influence with the Committees handling the matter. An identical request has been sent to Senator Neuberger and Congresswoman Green.

Respectfully yours,

W. C. Williams
State Highway Engineer

Encl.
cc Mr. W. A. Bugge
Mr. G. S. Paxson

GSP:gm hi

COPY

NPDKO

24 April 1957

SUBJECT: Alteration of the Existing Interstate Bridge Across the Columbia River Between Vancouver, Washington, and Portland, Oregon

TO: Chief of Engineers
Department of the Army
Washington 25, D.C.
Attention: ENGWO

1. Pursuant to the discussion held in your office on 28 March 1957 between Mr. Moreland of this office and Messrs. Kennedy and Struve on the above subject, the following information is submitted concerning the situation created by the deletion of subject bridge alteration from the FY 1958 budget. Inclosed is an extra copy of the construction schedule for this work which was previously furnished your office.

2. Under the present schedule the Oregon State Highway Department proposes to award a contract for the alteration of subject bridge by 31 December 1957. This would normally require that the major steps in the Truman-Hobbs Act procedure will have been completed by that date including the consumation of the contract between the Government and the bridge owner for the Government's portion of the alteration. However, in this instance the Federal Government cannot complete the necessary action because no funds will be available in FY 1958 for obligation of the contract.

3. The Oregon State Highway Department has been advised informally of the foregoing. While they had realized that they would not receive any payments in FY 1958, they were not fully aware of the contractual aspects of this case. They are reviewing their position but it is not expected that they will consider delaying the start of the alteration of the existing bridge because this work has been scheduled to commence after the completion of the new bridge being constructed adjacent to the existing bridge. At the present time it is not known whether they might seek assistance of their Congressional delegations to have sufficient funds appropriated to enable the normal procedures to be followed in this case. In any event it is fairly certain that the State will want to proceed on their original schedule. Plans and specifications for the alterations have been completed, and any change at this date would seriously disrupt their overall planning for this work.

NPDKO 24 April 1957

Subject: Alteration of the Existing Interstate Bridge Across the Columbia River Between Vancouver, Washington, and Portland, Oregon

4. In view of the foregoing, information is requested as to what possible course of action can be taken in the matter so that the District Engineer may formally advise the bridge owner.

FOR THE DIVISION ENGINEER:

RICHARD F. EBBS
Colonel, Corps of Engineers
Assistant Division Engineer

1 Incl
Schedule

cc: Portland District

NPPVK 23 April 1957

LOG ON CONFERENCE ON THE TRUMAN-HOBBS ASPECT OF THE INTERSTATE BRIDGE ALTERATIONS

1. Mr. Ollie Moreland and Mr. Wheeler Rucker of the North Pacific Division, Mr. Bob Stewart of the Engineering Division and Mr. Bill Kelsey, Operations Division, met with the undersigned in his office at 10:00 a.m. today for the purpose of discussing the financial arrangements for the alteration of the existing Interstate Bridge under the Truman-Hobbs Act. This meeting was held at the request of Mr. Ollie Moreland because of discussions that he had with the Office of the Chief of Engineers. Money was originally requested in the 1958 budget for a start on this work, but this request was denied by the Bureau of the Budget. The Office, Chief of Engineers inquired of the Portland District if lack of 1958 funds would be objectionable from the point of view of the State authorities. This matter was taken up with the Office of the Oregon State Highway Engineer and word was received that no payments would be required in FY 58. No money is included in the bill that is now in the Appropriations Committee of the House.

2. The States of Oregon and Washington plan to advertise for alteration of the existent bridge so as to award a contract by the end of December 1957. The normal procedure under the Truman-Hobbs Act is for the submission of plans and upon approval of these plans by the Chief of Engineers, the State authorities are required to enter into a contract within 90 days. However, during this 90-day period they must advertise and solicit bids and then submit these bids to the Chief of Engineers for his approval. Upon approval of the bids by the Chief of Engineers, the State then enters into a contract with the successful bidder and the District Engineer is authorized to enter into a contract with the State for the Government portion of the expense under the Truman-Hobbs Act. However, the District Engineer cannot enter into such a contract until Congress appropriates at least a token sum, so as to legalize a continuing contract. This means that if no monies are appropriated for the Interstate Bridge under the Truman-Hobbs Act in the FY 58 Appropriations Bill, the District Engineer, acting for the Corps of Engineers, will be unable to enter into a contract with the States of Oregon and Washington until such an appropriation is made in the FY 59 budget which will be some 6 months after these states proposed to enter into their contract.

3. The undersigned called Mr. Glen Paxson, Deputy State Highway Engineer for the State of Oregon and Mr. Moreland and he discussed the matter with Mr. Paxson. The above was outlined to Mr. Paxson and he seemed to be generally aware of the situation. Mr. Paxson stated that

FCL/ej Operations Division

he proposed to discuss the matter with the Washington Toll Bridge authority and then perhaps come to Portland and discuss the matter across the table. However, he indicated that it was their plan to proceed with advertising and award a contract even though it might be 6 months or more before a contract could be entered into with the Corps of Engineers for the Government's portion of the expense in accordance with the Truman-Hobbs Act. Mr. Paxson was also informed that the Chief of Engineers is in no position to request Congress for the inclusion of a token sum for the Interstate Bridge in the 1958 budget and if the States feel that it is necessary to have an appropriation for 1958 fiscal year then they should initiate action through their delegates in Congress.

4. Mr. Moreland stated that the permit man in the Office, Chief of Engineers feels that an official letter should be initiated informing the Chief of Engineers of the situation. Mr. Moreland said that inasmuch as he had carried on all of the conversation with the Chief of Engineers, that he would initiate such a letter and furnish the Portland District with a copy.

FCL
FRANK C. LINTON
Acting Chief, Operations Division

(1) To enter into new project Congress must appropriate some money before C of E can enter into contracts with States.

(2) Plans & Specs should be submitted by July 1

(3) Day of opening that C of E can enter into contract with payment contingent on 1959 budget.

(4) Suggest token budget $10,000 for 1958

(5) Need 45 days after opening to clear bids by Govt.

(6) Submit (8) sets of plans complete with supplemental sheet showing items reimbursable.

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

1889

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

COMMISSIONERS
E. C. HUNTLEY, CHAIRMAN
COLFAX
H. E. MORGAN
LONGVIEW
O. E. STONE
SPOKANE
R. A. MOISIO
TACOMA
R. E. HENSEL
BREMERTON

LORENZ GOETZ, SECRETARY
OLYMPIA

DISTRICT OFFICES
NO. 1 SEATTLE 8
6431 CORSON AVE.
NO. 2 WENATCHEE
P. O. BOX 98
NO. 3 OLYMPIA
P. O. BOX 887
NO. 4 VANCOUVER
4200 MAIN STREET
NO. 5 YAKIMA
P. O. BOX 88
NO. 6 SPOKANE 21
N. 2830 MAYFAIR ST.

RECEIVED
MAY 22 1957
FOR [illegible]
7-21
5205

W. C. [illegible]

April 30, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

I note your outline of the schedule of work on the Columbia River Interstate Bridge calls for contracting the revisions to the existing structure late this winter, probably in December. This program does create some problems, especially with regard to the assurance of the Chief of Engineers that they will participate in the cost of this project under the Truman-Hobbs Act, and relative to the position of the two states in the matter of the issuance of additional bonds and a firm commitment from the Army Engineers with respect to participating funds. It appears to me that a meeting should be arranged with representatives of both departments to fully explore this whole program.

I plan on being in Washington, D.C. next week and I will try to contact General Itschner to discuss informally this particular problem, especially in view of the suggestion that has been presented to you from the Portland office of the possibility of getting a token appropriation of a few thousand dollars in the budget for 1958.

I will be available for a meeting any time except Monday or Tuesday during the week of May 13 and I will appreciate it if you will advise me as to whether it will be possible for us to get together at that time.

Very truly yours,

W A Bugge
W. A. BUGGE
Director of Highways

WAB/rr

RECEIVED
MAY 2 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
APR 24 1957
FOR FILING

77 11

5215

April 23, 1957

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Dear Mr. Bugge:

Our schedule of work on the Columbia River Interstate Bridge calls for contracting the revisions to the existing structure late this winter, probably in December. We have been given assurance by the Chief of Engineers that they will participate in the cost of this project under the Truman-Hobbs Act. Under that act the Federal Government cannot conclude any contract with the states until such time as we have awarded a contract for the work and the plans and bid have been approved. This will mean that we will have assumed contractual obligation for the revisions prior to any definite commitment by the Chief of Engineers.

It is not anticipated that any work will be done under this contract for which we could be reimbursed by the Federal Government in the fiscal year of 1958, and at present there is nothing in the Corps of Engineers' budget to cover any participation by them in the project. We have had some conversation with the Portland office and they have brought to our attention the possibility of getting a token appropriation of a few thousand dollars in the budget for 1958 which would constitute a continuing obligation on future budgets in the same way that appropriations are made for the large dams which they are building.

It is of course very important that we have everything in order so that the Government participation will not be held up, and I believe that this matter should receive your careful study. Since the financial arrangements are being handled by the Washington Toll Bridge Authority, I would suggest that the matter be given their attention as soon as practicable.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. D. D. Hedges, Secretary
Washington Toll Bridge Authority
Mr. Forrest Cooper
Mr. Leonard Lindas

GSP:gm fn

FORM 2-1223 37½M 10-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

7971

NOTED
W. C. WILLIAMS

March 11, 1957

Mr. W. A. Bugge, Director
Department of Highways
Transportation Building
Olympia, Washington

Dear Mr. Bugge:

I am attaching a copy of a letter we have received from an engineering firm in Edmonton, Alberta.

As you know, we will have three 265-foot trusses salvaged from the existing Interstate Bridge. Two of these trusses will be charged to the revisions to the existing bridge, and we will be asking the Federal Government to pay half of the replacement costs. They, in turn, will of course want credit for salvage. It will be difficult to establish salvage value unless the trusses are sold, and there are few places where such trusses can be used.

I propose to write this engineering firm telling them what we will have and approximately the date when they would be available, and ask them to make some kind of offer. I will not do this until I have your approval of the procedure.

Very truly yours,

W. C. Williams
State Highway Engineer

By Original signed
G. S Paxson

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

Attach.
cc Mr. W. C. Williams

RECEIVED
MAR 1 1957
FOR FILING

1171

5205

STATE OF WASHINGTON
ALBERT D. ROSELLINI, GOVERNOR

COMMISSIONERS
E. C. HUNTLEY, CHAIRMAN
COLFAX
H. E. MORGAN
LONGVIEW
O. E. STONE
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LORENZ GOETZ, SECRETARY
OLYMPIA

1889

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

DISTRICT OFFICES
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NO. 2 WENATCHEE
P. O. BOX 98
NO. 3 OLYMPIA
P. O. BOX 327
NO. 4 VANCOUVER
4200 MAIN STREET
NO. 5 YAKIMA
P. O. BOX 52
NO. 6 SPOKANE 21
N. 2820 MAYFAIR ST.

February 26, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Mr. Williams:

First of all, I wish to offer my apologies for not answering your letter of February 5 at an earlier date regarding awarding a contract for the revisions of the existing bridge. It was necessary for me to discuss this matter with the State Highway Commission which is the reason for my delay in acknowledging your letter.

As noted, I have discussed this matter with the Commission quite fully, with the indication that you have stated in regard to reimbursement to the State of Washington for that portion of the approaches on the Washington side being completed through the use of federal funds that will be reimbursed to the State of Oregon for work that will be done on the structure as part of the U. S. Engineers' obligation.

This arrangement would be agreeable to the State Highway Commission so you may proceed on this basis.

Very truly yours,

WABugge

W. A. BUGGE
Director of Highways

WAB/rr

NOTED
G. S. PAXSON

RECEIVED
FEB 28 1957
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 8 1957
FOR FILING

5205

February 7, 1957

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

This is in reply to Mr. Ragsdale's letter of January 31, 1957, requesting the construction schedule and estimate of cost for the reconstruction of the existing Columbia River Interstate Bridge between Portland and Vancouver.

I am attaching hereto prints from our work sheet showing the anticipated schedule of construction, the total cost of work anticipated in each month, and the estimated requirement of Federal funds for that portion of the work which is due to the requirements of navigation. This sheet also shows the estimated cost of the various items in the project with an estimate of the amount of such cost which is chargeable to navigational requirements. I am sending you, under separate cover, five prints from the plan and elevation of this project, which drawing is entitled "Interstate Bridge over Columbia River, Pacific Highway, Plan and Elevation". This sheet will identify the items into which the cost is segregated.

The following table shows the estimated amount of Federal funds required for the anticipated work in each month during the project:

Aug.	1958	$112,857	May	1959	$ 23,370
Sept.	1958	42,857	June	1959	0
Oct.	1958	42,857	July	1959	247,625
Nov.	1958	90,627	Aug.	1959	84,714
Dec.	1958	113,307	Sept.	1959	44,350
Jan.	1959	43,306	Oct.	1959	44,350
Feb.	1959	41,122	Nov.	1959	44,350
Mar.	1959	43,774	Dec.	1959	4,317
Apr.	1959	23,370			

If the information submitted is not sufficient for your purpose, please advise and we will furnish any other data which you may require.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. W. A. Bugge

Mr. W. C. Williams
Mr. P. M. Stephenson

GSP:[illegible]

Attachments

Est. Fed. Funds req'd   Est Time Schedule

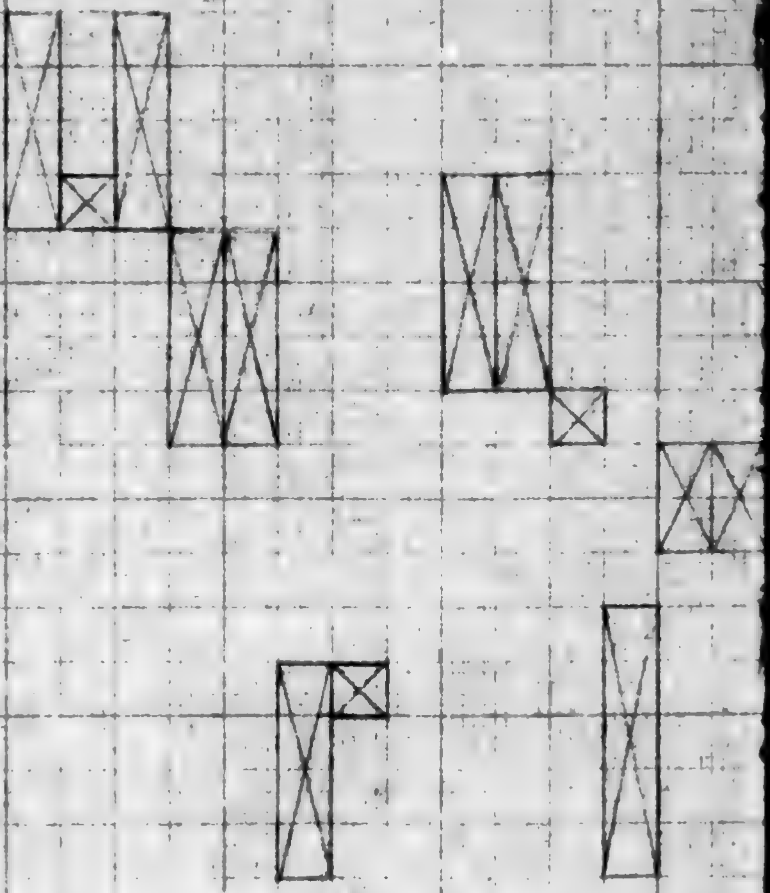
[illegible]

For Total Job Est. $ Per Month	Fed Total	Est. of Fed. Funds on Participating Work $ Fed Aid	Fed Tot	Date
				12-31-57
				1-31-58
				2-28-58
				3-31-58
				4-30-58
				5-31-58
				6-30-58
21,050	21,000	--	--	7-31-58
246,714	267,714	112,857	112,857	8-31-58
106,714	374,428	42,857	155,714	9-30-58
106,714	481,142	42,857	198,571	10-31-58
194,718	675,860	90,627	287,198	11-30-58
265,862	941,722	115,307	402,505	12-31-58
241,333	1,183,055	43,306	445,811	1-31-59
124,855	1,307,910	41,122	486,933	2-28-58
87,547	1,395,457	43,774	530,707	3-31-59
46,740	1,442,197	23,370	554,077	4-30-59
70,140	1,512,337	23,400	577,477	5-31-59
98,400	1,610,737	0	577,477	6-30-59
518,650	2,129,387	247,595	825,072	7-31-59
192,828	2,322,215	84,714	909,786	8-31-59
112,101	2,434,316	44,350	954,136	9-30-59
135,700	2,570,016	44,350	998,486	10-31-59
113,700	2,683,716	44,350	1,042,836	11-30-59
33,632	2,717,348	4,316	1,047,152	12-31-59
	Eng. & Cont.		104,716	
			1,151,868	
	Less Salvage		15,000	
			1,136,868	

Award Contract on [illegible]

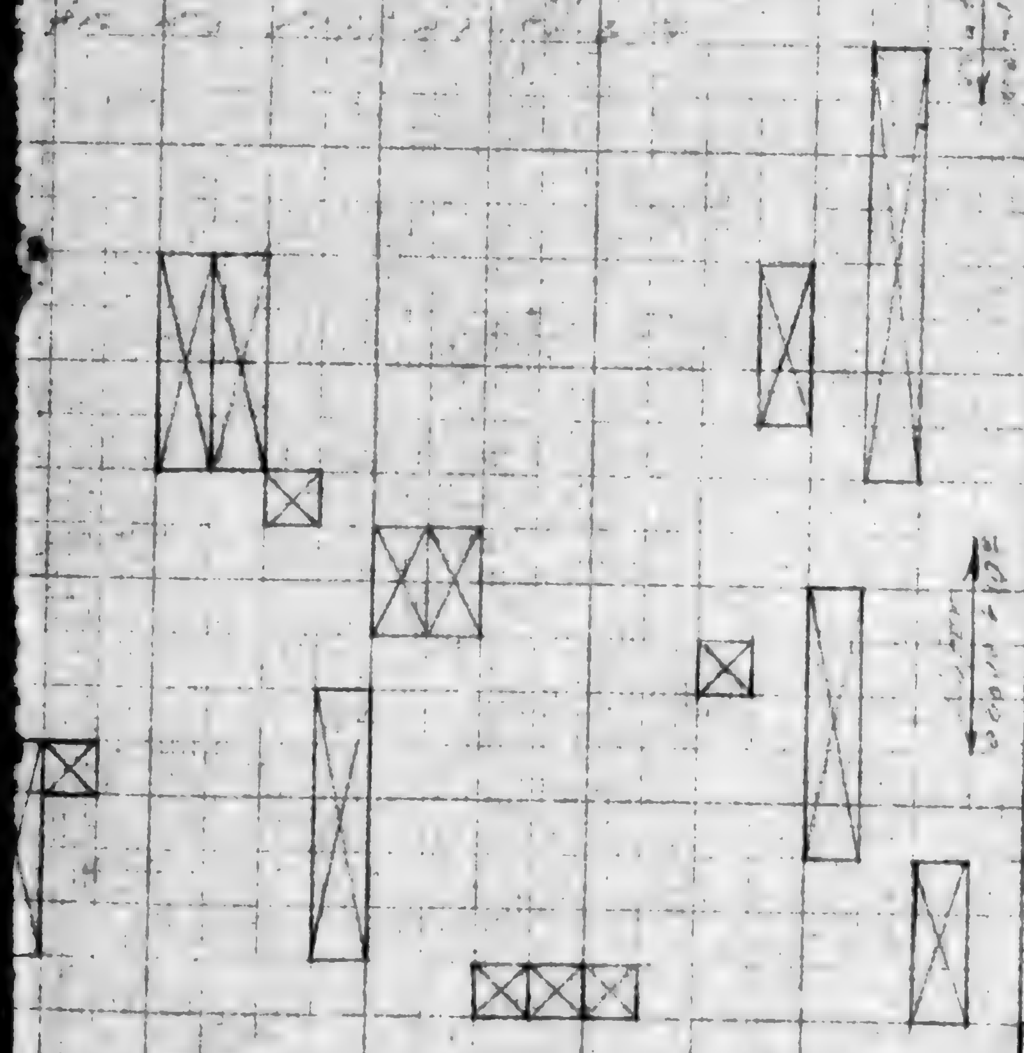
Prep. [illegible] assembly plant

Clear site [illegible]

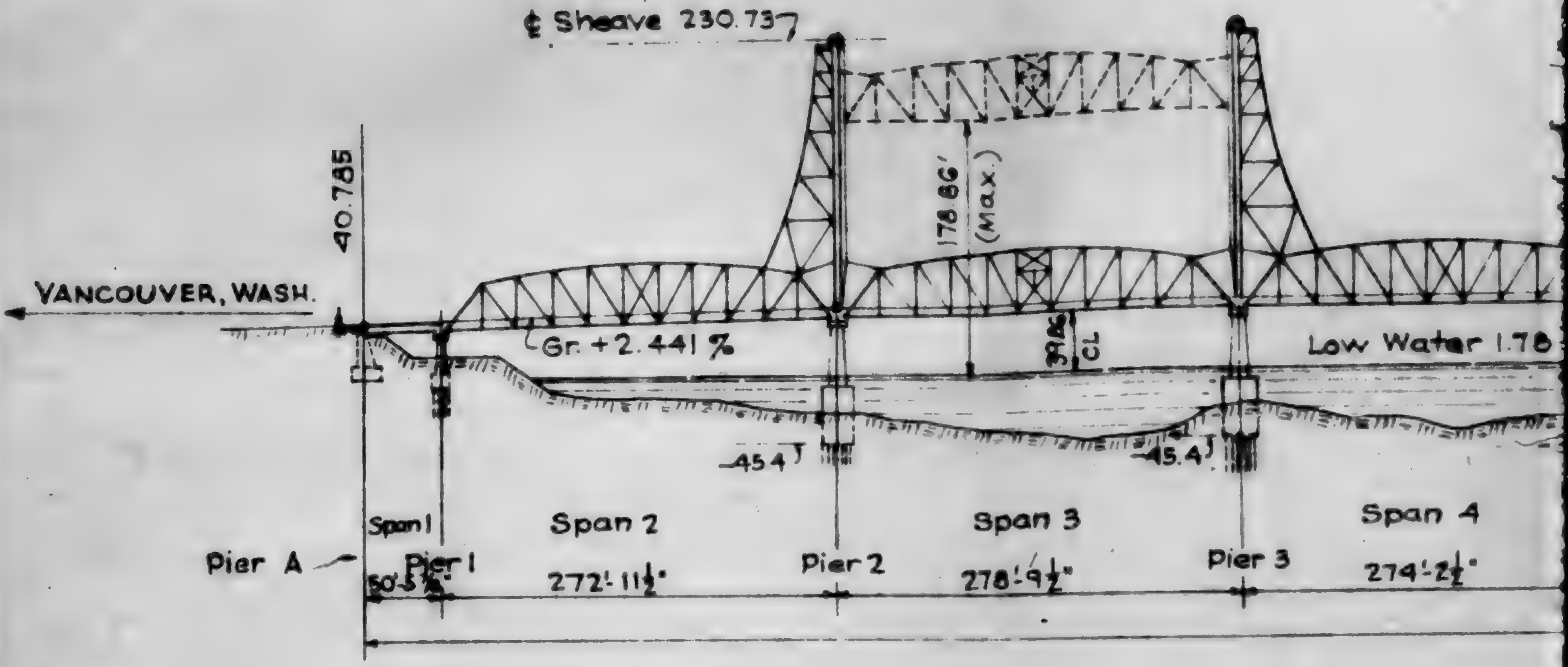


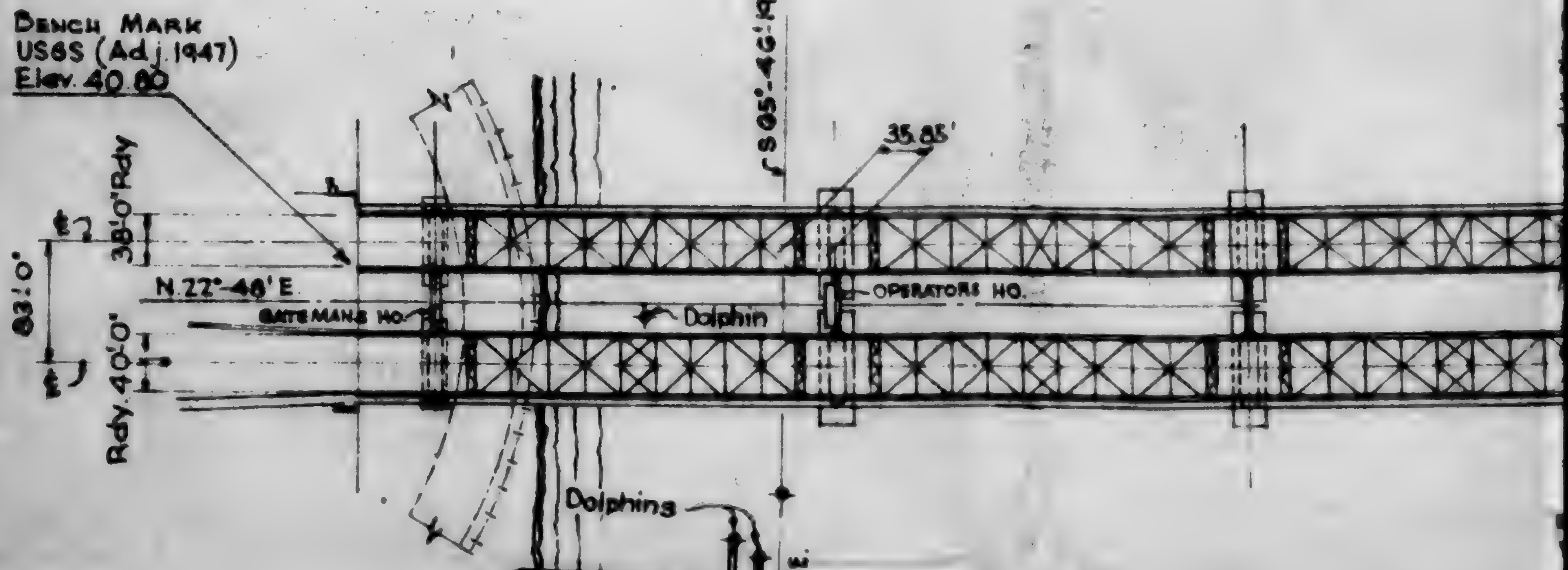
Job Estimate

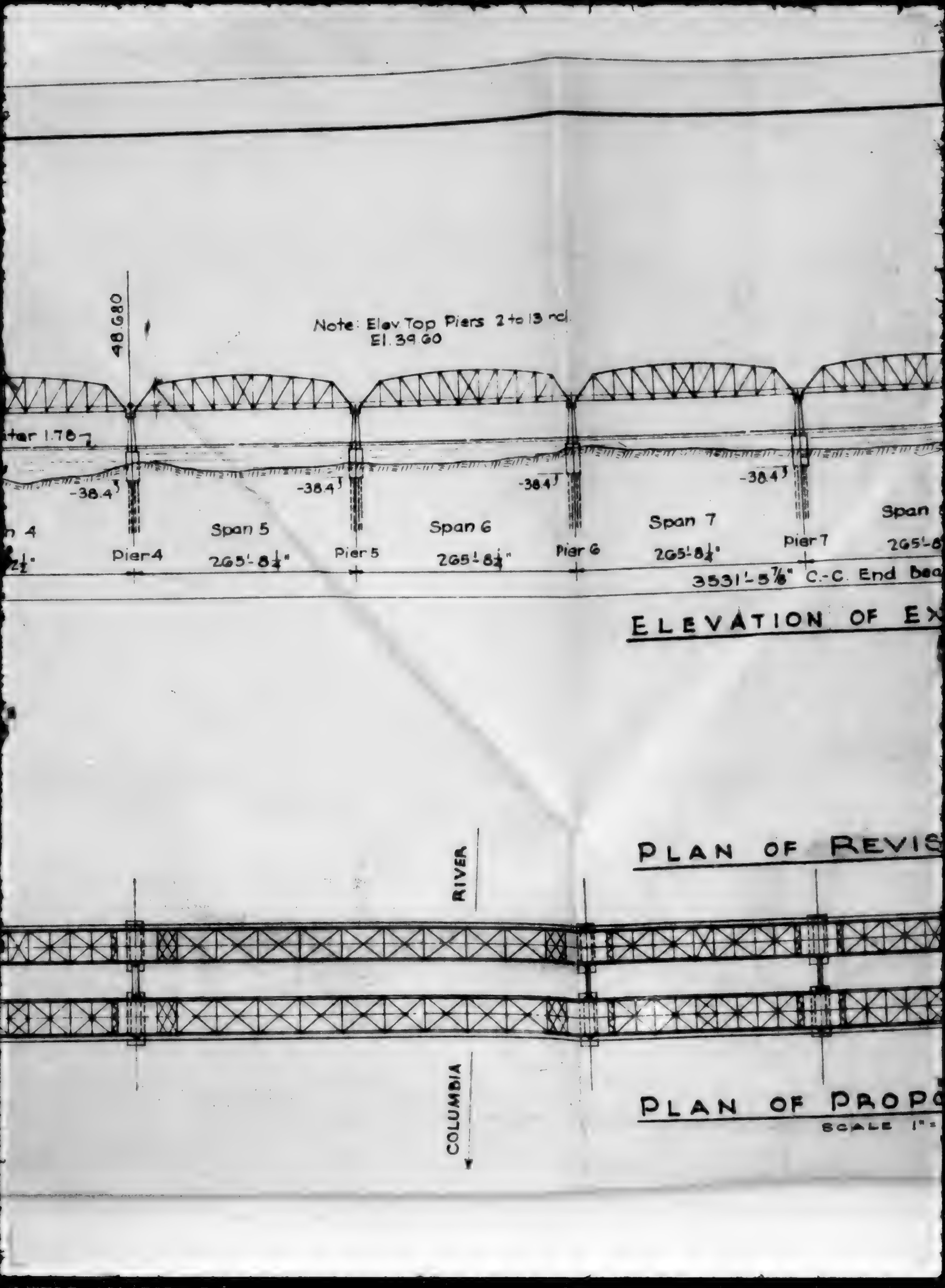
Item		1/57 Cost	Participating
[illegible] Pier	4	248,748	248,748
[illegible]	5	50,000	50,000
[illegible]	6	234,108	234,108
"	7	235,942	235,942
	8	283,032	283,032
	9	227,734	227,734
[illegible]	10	10,727	10,727
[illegible]		100,000	—
[illegible] Span	2	54,183	—
"	4	92,400	10,540
[illegible]	4	5,304	5,304
[illegible]		692,320	692,320
Deck Span	7	46,740	46,740
"	8	46,240	46,240
[illegible]	9	3,298	3,298
"	10	2,036	2,036
"	11	3,298	3,298
[illegible]		35,000	—
[illegible]		43,240	43,240
Painting		117,000	—
[illegible] 5 [illegible]		168,000	—
[illegible]		2,728,848	2,094,305
10% E.E.		272,035	209,431
Tot		2,992,883	2,303,736
Cal. Ra. 2 Steel Spans, 375 Tons ea. at 24¢		-30,000	-30,000
Tot		2,962,883	2,273,736
Est. 50% Fed. Participation			1,134,868



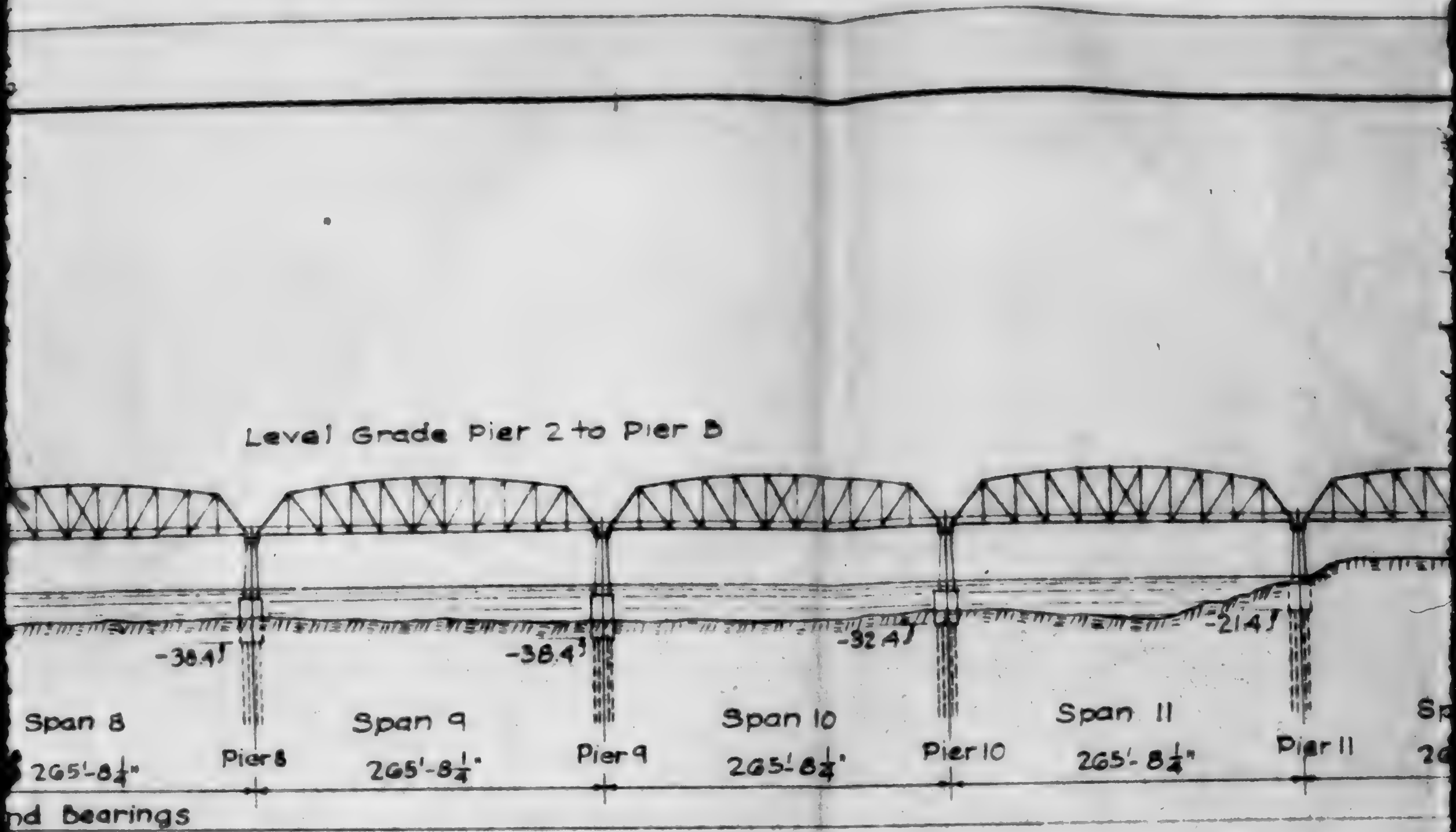
Reconstruct
Columbia River Interstate Bridge
Time and Cost
Feb. 7 1957


℄ Sheave 230.73
40.785
178.86' (Max.)
VANCOUVER, WASH.
Gr. +2.441 %
39.86 CL
Low Water 1.78
-45.4
-45.4
Span 1
Span 2
Span 3
Span 4
Pier A
Pier 1
Pier 2
Pier 3
50'-5⅝"
272'-11½"
278'-9½"
274'-2½"


Bench Mark
USGS (Adj. 1947)
Elev. 40.80
S 05°-46'-19"
35.85'
38'-0" Rdy
83'-0"
N.22°-48' E.
Gateman's Ho.
Operators Ho.
Dolphin
Rdy. 40'-0"
Dolphins
1°-25'-21" E.

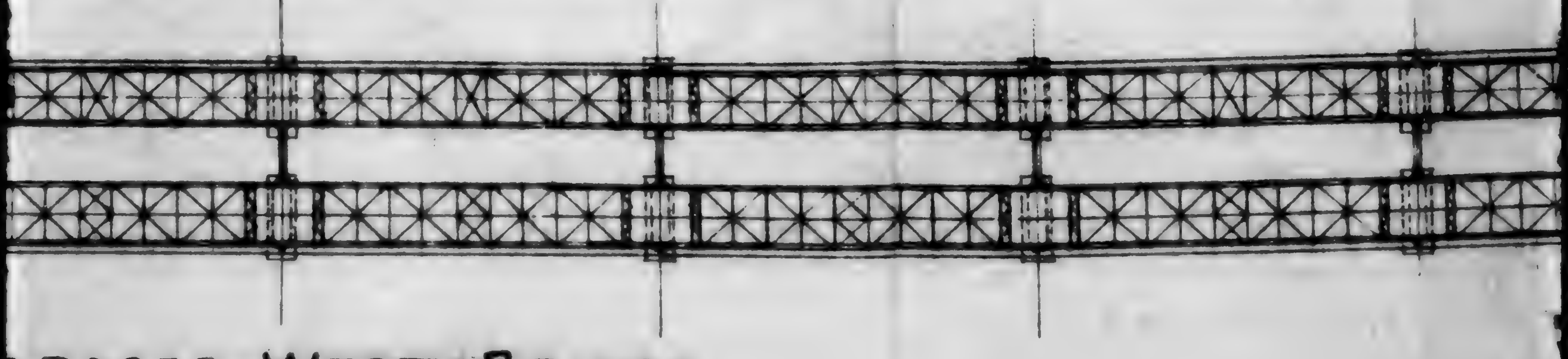


48.680
Note: Elev. Top Piers 2 to 13 ncl.
El. 39.60
ater 1.78
-38.4
-38.4
-38.4
-38.4
n 4
Span 5
Span 6
Span 7
Span
Pier 4
Pier 5
Pier 6
Pier 7
2½"
265'-8½"
265'-8½"
265'-8½"
265'-8
3531'-5⅞" C.-C. End bea
ELEVATION OF EX
PLAN OF REVIS
RIVER
COLUMBIA
PLAN OF PROPO
SCALE 1"=



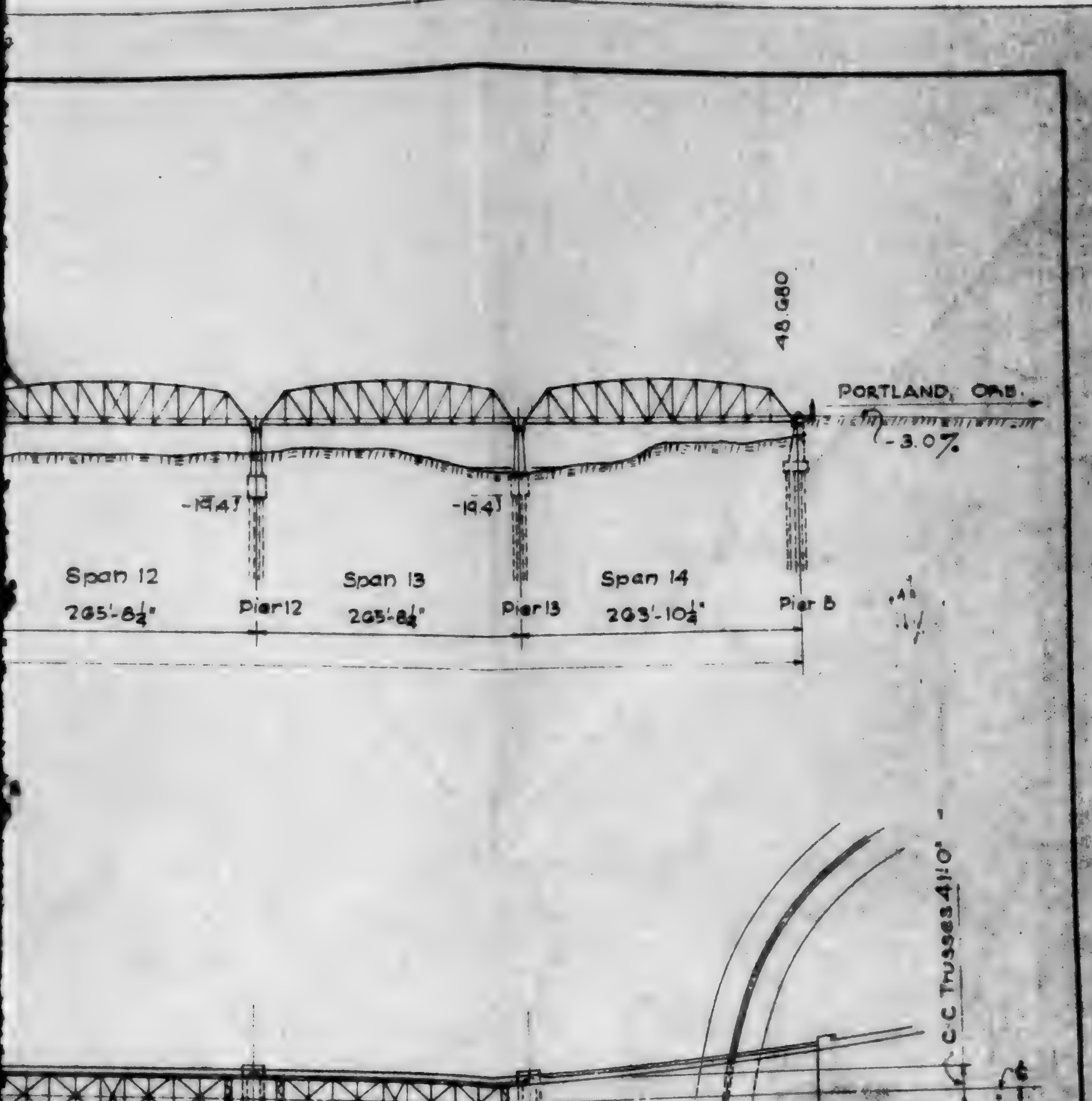
EXISTING EAST BRIDGE

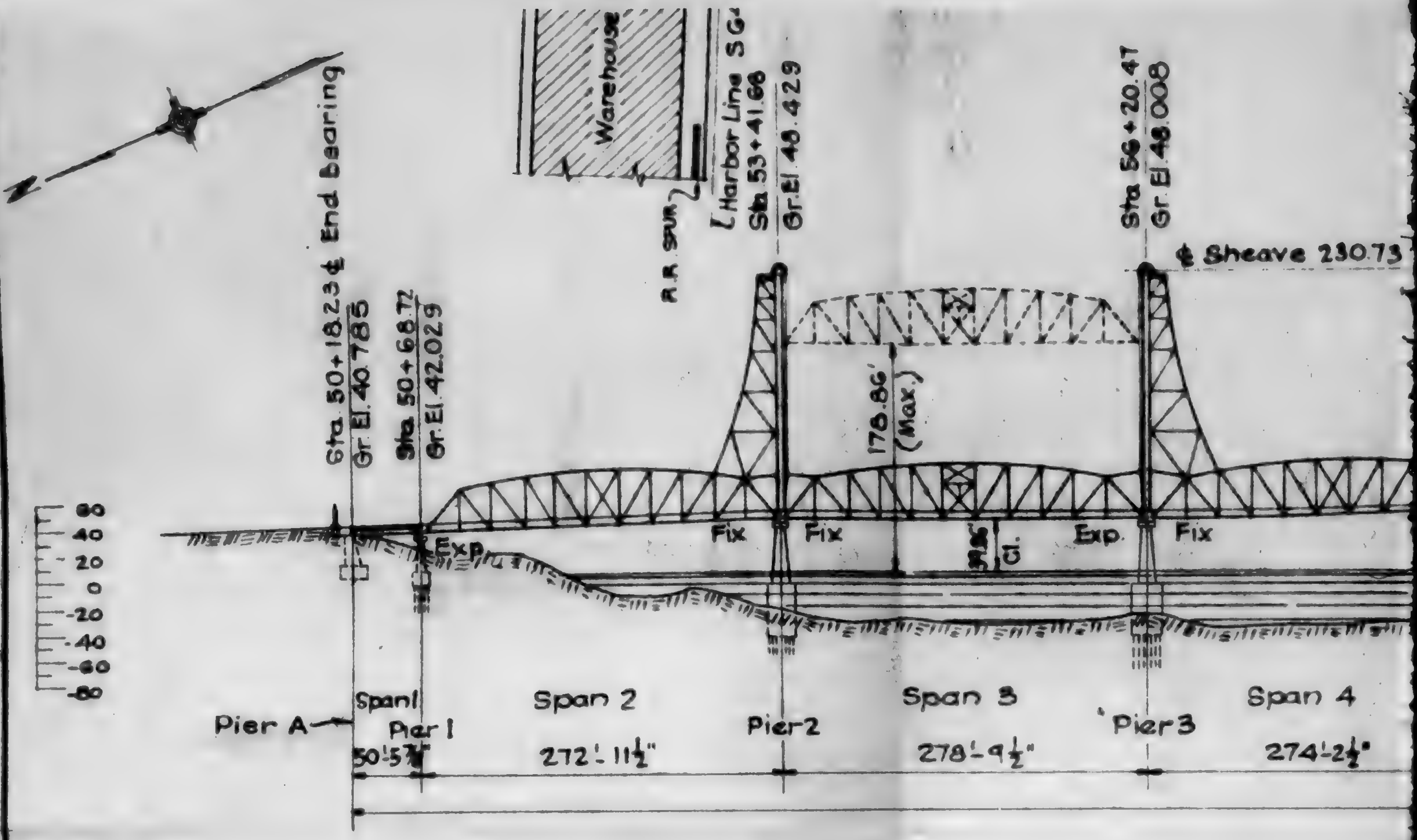
VISED EAST BRIDGE

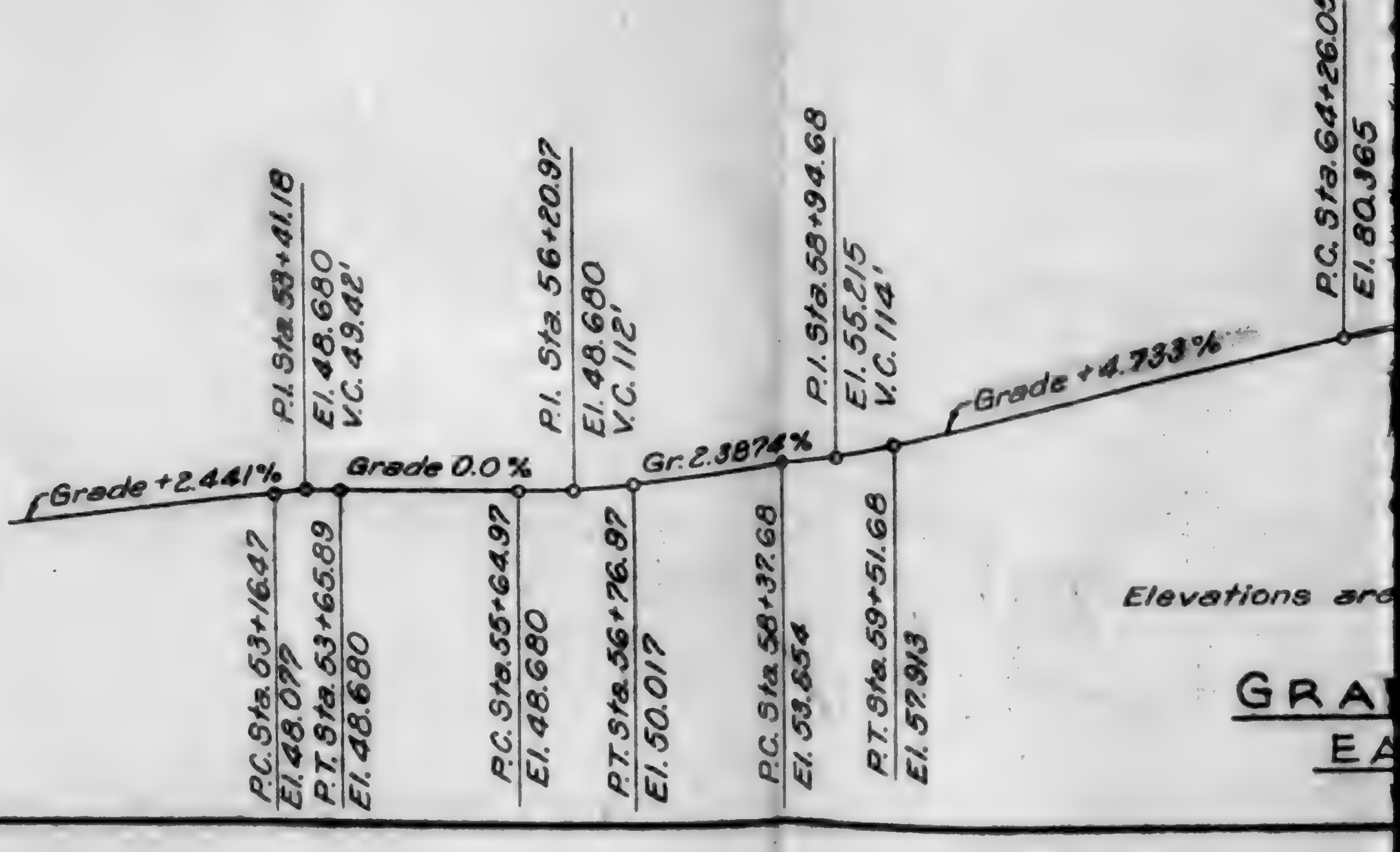


OPOSED WEST BRIDGE

1" = 120'-0"


48.680
PORTLAND, ORE.
-3.0%
-19.4
-19.4
Span 12
265'-8¼"
Pier 12
Span 13
265'-8¼"
Pier 13
Span 14
263'-10¼"
Pier 6
C-C Trusses 41'0"
83'0"
C-C Trusses 45'





Elevations are

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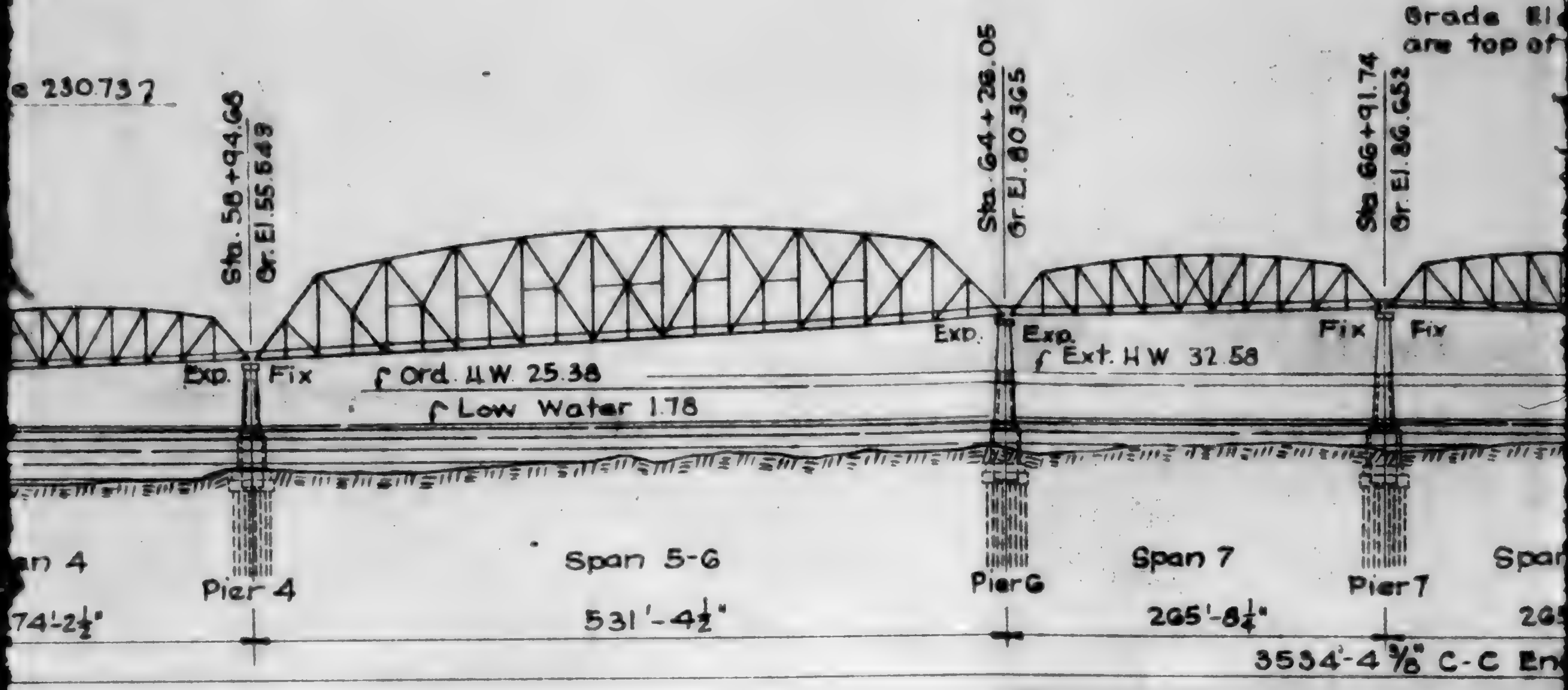
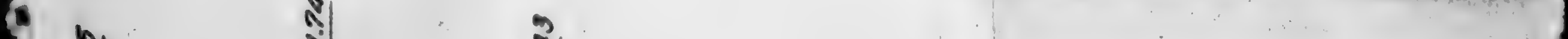
EA



ELEVATION OF REV

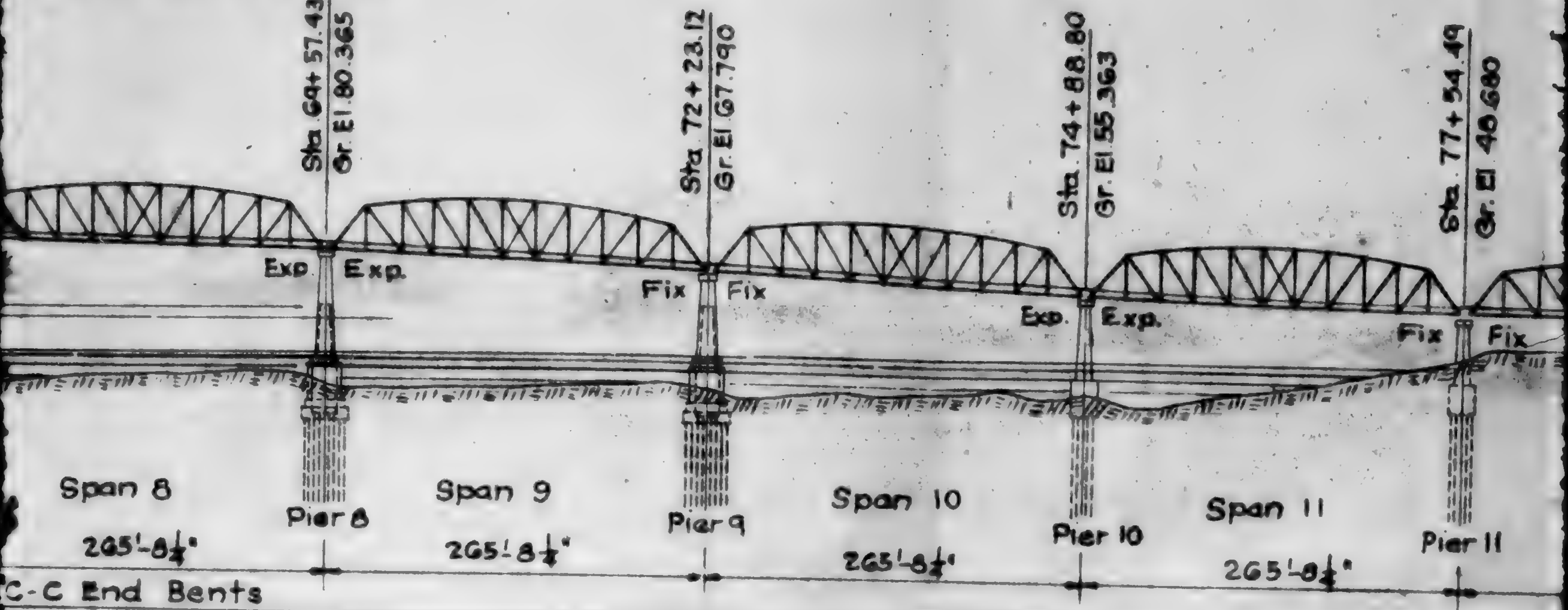


tions are top of deck @ ℄ of Bridge Roadway.

GRADE DIAGRAM
EAST BRIDGE

No Scale

ade Elevations shown
top of Deck @ ℄ Roadway



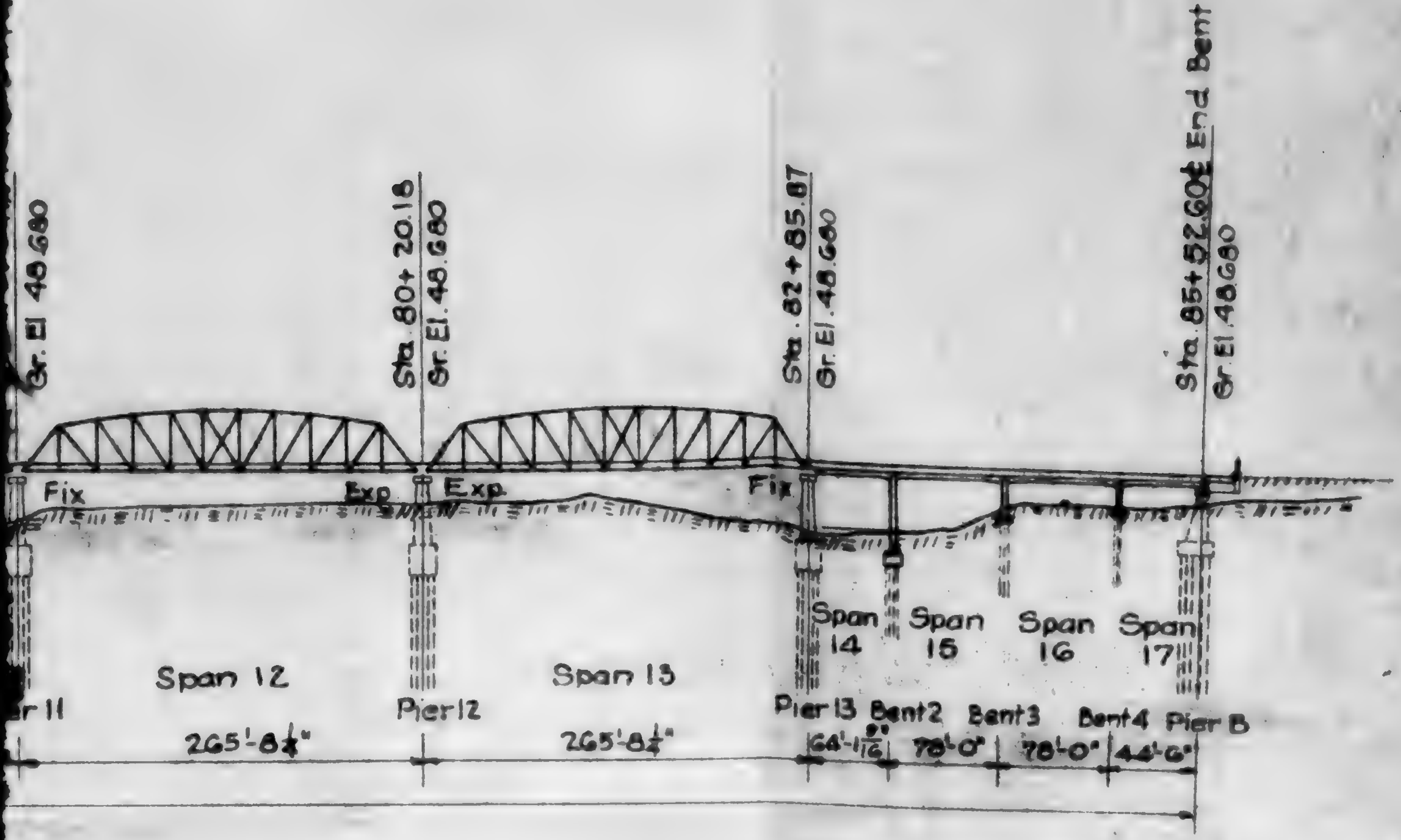
REVISED EAST BRIDGE

e 0.0%

APPROVED:

P.M. Stephenson
BRIDGE ENGINEER

ASST. STATE HWY. ENGR.



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OREGON
STATE HIGHWAY COMMISSION

INTERSTATE BRIDGE
OVER
COLUMBIA RIVER
PACIFIC HIGHWAY
PLAN & ELEVATION

SCALE	DRAWN BY C.C.S.	SHEET 1 OF
DECEMBER 13, 1955	TRACED BY C.O.F.	BRIDGE NO. 1377A
CALC. BK. NO.	CHECKED BY	DWG. NO. 14

NGR.

RECEIVED
FEB 6 1957
FOR FILING

February 5, 1957

Mr. W. A. Bugge, Director
Washington Department of Highways
Transportation Building
Olympia, Washington

Re: Portland-Vancouver
Interstate Bridge

Dear Mr. Bugge:

Some time this year we must award a contract for the second phase of the Portland-Vancouver Interstate Bridge Project consisting of the revisions to the existing bridge. This will necessitate the issuance of the second block of revenue bonds.

Plans have been completed for the bridge revisions and are now in your office for check and approval. A more realistic estimate from these plans has been made which indicates that, because of the rise of construction costs and the higher interest rate which must be anticipated, the cost of this phase will exceed our preliminary estimate. I am attaching a financial statement as of January 28, 1957, together with prints of the breakdown of costs for the major items.

Our first bond issue had a face value of $9,300,000.00, which, after deducting discounts and interest during construction and adding interest realized on unexpended balances, gave us $8,258,722.38. The second bond sale is authorized for $5,200,000.00, which should give $4,628,000.00 if we can sell at 4 1/8 per cent net. This shows a net amount available for construction of $12,886,722.38. Our revised estimate of construction cost is $13,779,442.00, leaving a deficit of $892,719.62.

This does not take into account the obligation of the Federal Government to contribute 50 per cent of the revision cost made necessary by navigation requirements. Our estimate of the costs in which the Federal Government should share is $2,273,736.00, making an estimated Federal payment of $1,136,868.00. If these estimates hold up, we should have a final surplus of $244,148.38 at the completion of the project.

We have not been able to get a firm commitment from the U. S. Engineers as to the timing of the payment to us of Federal funds. If these payments are made on monthly or even quarterly billings while the work progresses, we should be able to meet our obligations as they become due.

If, however, Federal reimbursement is delayed until the project is complete, we will not have the cash available as needed. This situation can be met either by increasing the second bond issue by $1,000,000 or delaying payment on some items until Federal funds are received.

Since Resolution No. 312 of the Washington Toll Bridge Authority limits the total amount of bond to be issued to $14,500,000, it would be difficult to increase the amount of the bond issue. The reimbursement to the State of Washington for prior work to Fifth Street was purposely left to the second bond issue because the amount due cannot be determined until the south approach is complete. The deferring of this reimbursement until Federal money is received would provide ample funds to meet construction costs as they become due.

I would be glad to have you consider this problem and advise as to your thinking.

Very truly yours,

W. C. Williams
State Highway Engineer

Attachments

cc Mr. D. B. Hedges, Secretary
Washington Toll Bridge Authority

Mr. F. M. Stephenson
Mr. Robert L. May, Jr.

GSP:gm

PORTLAND-VANCOUVER INTERSTATE BRIDGE PROJECT

FINANCIAL STATUS AS OF JANUARY 28, 1957

Schedule	Item	Amount	Total Project	1st Stage (1st Bond)	2nd Stage (2nd Bond)
Revised Estimate of Cost to Construct, January 28, 1957:					
	South Approach - Oregon				
1	Grade and Pave	$ 310,257.00			
2	Oregon Slough Bridge	1,425,299.00			
-	Landscape	16,875.00			
-	Rights of Way	300,000.00			
-	Lighting	110,000.00	$2,162,431.00	$2,162,431.00	
	Columbia River Crossings				
3	New Columbia River Bridge	6,110,746.00		6,110,746.00	
4	Reconstruct Existing Bridge	• 2,962,383.00			$2,962,383.00
-	Toll Plaza	250,000.00	9,323,129		250,000.00
	North Approach - Washington				
5	Prior Work to 5th Street	2,370,642.00			
5	New Work	100,000.00			
5	Rights of Way	228,000.00	(2,698,642.00)		
	Limited to South Approach Amount by Agreement		2,162,431.00		2,162,431.00
	Financing Cost				
6	1st Bond Issue (Actual)	13,176.00		13,176.00	
-	2nd Bond Issue (Est.)	7,500.00	20,676.00		7,500.00
	Insurance				
6	1st Stage (Actual)	80,775.00		80,775.00	
-	2nd Stage (Est.)	20,000.00	100,775.00		20,000.00
	Operating Expense Fixed		10,000.00		10,000.00
	TOTAL		$13,779,442.00	$8,367,128.00	$5,412,314.00

Portland-Vancouver Interstate Bridge Project
Financial Status as of January 28, 1957

Schedule	Item	Amount	Total Project	1st Stage (1st Bond)	2nd Stage (2nd Bond)
	Funds Available for Construction				
	1st Bond Sale	$9,300,000.00			
	Less Int., Disct., etc.	- 1,310,709.06			
	Earnings on Invest.				
	Actual to 2/7/57	144,556.44			
	Est. to 6/30/58	124,875.00	$8,258,722.38	$8,258,722.38	
	2nd Bond Sale	5,200,000.00			
	Less Int. at 4-1/8% - 2 yrs. 8 mos.	- 572,000.00	4,628,000.00		$4,628,000.00
	TOTAL		$12,886,722.38	$8,258.722.38	$4,628,000.00
	Recap.				
	Rev. Est. Cost to Const.		13,779,442.00	8,367,128.00	5,412,314.00
	Funds Avail.		12,886,722.38	8,258,722.38	4,628,000.00
	Est. Deficit		892,719.62		784,314.00

* This is total estimated cost to remodel old bridge and does not show estimated credit for Federal Government cooperation in reconstruction cost.

Federal Government cooperation estimated as follows:

Total Estimated Cost to Reconstruct.	$2,962,383.00	
Non Coop. Items	- 688,647.00	
Coop. Amount	2,273,736.00	
50% Coop.	1,136,868.00	To be financed on temporary basis, i.e. until work is complete and final costs billed to Federal Government.

Schedule 1

A-1 South Approach, Grade & Pave. Sta's 85+55 to 121+00. 0.42 Miles, G.S.P. main hwy., 0.58 miles approach roads. Quantities from field estimate by H.C. Broadwell dated 2/55 and revised 2/56. Unit prices by Cost anal. dept., 12/56. Includes widening Jantzen Beach U'xing., est. by Br. Divn 12/56

#	Quan & Unit	Item	Amt
1	All Reqd	Clear & Grub	1000.00
2	4500 SqYd	Remove Pavement @ 75¢	3375.00
3	5000 L.Ft	" Conc. curb @ 50¢	2500.00
4	400 C.Y	" " and masonry @ 20.00	8000.00
5	500 LFt	" guard fence @ 1.50	750.00
6	5 Only	" catch basins @ 15.00	75.00
7	800 C.Y	Drainage excav. uncl. @ 3.00	2400.00
8	42000 CY	Emb. in place @ 80¢	33600.00
9	0.42 Mi	Finish roadbed & slopes @ 1000.00	420.00
10	12 LFt	8" Conc. sewer pipe @ 1.50	18.00
11	1800 LFt	12" " " " 2.50	4500.00
12	1300 L.Ft	18" " " " 3.50	4550.00
13	160 LFt	12" Metal drain pipe @ 3.25	520.00
14	400 L Ft	Install pipe under pav't @ 5.00	2000.00
15	25 Only	Conc. catch basins @ 75.00	1875.00
16	10 Only	Manholes, type 3 @ 275.00	2750.00

Schedule 1

2 of 3

17	3 Only	Caps on inlets @ 15^{00}	45^{00}
18	250 CY	Conc in curbs @ 45^{00}	11250^{00}
19	180 CY	" " ret. wall @ 55^{00}	9900^{00}
20	420 CY	" islands & medians @ 45^{00}	18,900^{00}
21	1900 SqYd	" " sidewalks (4") @ 4^{00}	7,600^{00}
22	8 CY.	" " stairs @ 60^{00}	480^{00}
23	25000 #	Metal reinf @ .15	3750^{00}
24	60 LFt	Pipe rail on stairs @ 3^{50}	210^{00}
25	14000 C.Y.	Base mat'l @ \$2.75	38,500^{00}
26	1800 CY	3/4"-0" mat'l in lev. course @ 3^{25}	5,850^{00}
27	400 M.G	Sprinkling @ 3^{00}	1,200^{00}
28	260 C.Y.	3/8"-0" mat'l in binder course @ 4^{00}	1,040^{00}
29	42 Ton	RC-3 " " " @ 42^{00}	1764^{00}
30	6000 Ton	Cl. "B" asphaltic conc @ \$7^{00}	42,000^{00}
31	13 Ton	200/300 Asph. tack coat @ 42^{00}	546^{00}
32	190 CY	1/4"-10 Matl in seal @ 6^{00}	1140^{00}
33	40 Ton	RS-2 Asph. " " " 45^{00}	1800^{00}
34	20 CY	Agg. in 0-11 Oil mat @ 4^{00}	80^{00}
35	1.5 Ton	150/200 Asph " " " 42^{00}	63^{00}
36	0.5 Ton	Emu. " " " " 46^{00}	23^{00}
37	150 LFt	Asph. traffic markers @ 1^{00}	150^{00}
38	88 Rods	Type III fence @ 10^{00}	880^{00}
39	All Reqd	Scarify & remove existing surface on	
		Rt between A-A Road slope & L Line	
		slope, stas 87/90	330^{00}

1 of 2

Schedule 2

South Approach - Oregon Slough Bridge

Rev. Est. of Cost to Const. 1/24/57

(Including Oregon Slough Revisions)

New revision

Contract items (from 12/1/56 field est.)			1120719-	
Contract conting " " " "			4533-	
Est cost to revise to Interstate standards (From prelim & LLW 12/56				
650 C.Y.	Struct excav @ 5^{00}	3250-		
1560 L.Ft.	Tbr piling @ 65¢	1014-		
780 L.Ft.	Tr. Tbr piling @ 1^{30}	1014-		
76 Only	Drive piles @ 80-	6080-		
135 C.Y.	Tremie conc @ 30-	4050-		
375 C.Y.	Cl. A conc @ 105-	39375-		
90000#	Metal reinf @ 11¢	9900-		
165,000#	Str stl @ 27½¢	45375-		
All Reqd	Demolition bents 2,3,4 4a, 5a & 6a	2500-		
" "	Revisions to exist str stl	2500-		
" "	Misc adj & conting	50,000-	165058	
" "	Traffic signal - Den.-Swift		2400	
" "	PGE work on 11 K.V. line		3016	1295726
10% Engr & Conting				129573
	Total			1425299

Schedule 2 2 of 2

A-2 South Approach - Oregon Slough Br. Contract quan. & extras - from 12/1/56 estimate

(Not Including Oregon Slough Revisions)

			Amt	Total
	Contract items:			
1	All reqd	Shoring, cribbing, etc	22500	
2	3400 CY	Str. excav @ 5^{00}	17000	
3	100 CY	Excav below @ 6^{00}	600	
4	18,400 LFt	Tbr piling @ 65¢	11960	
5	7480 " "	Tr. tbr. piling @ 1^{30}	9724	
6	460 Only	Drive tbr. piling @ $80^{¢}$	36800	
7	2350 CY	Tremie conc @ 30-	70500	
8	3350 CY	Cl A conc @ 105-	351750	
9	669000 #	Met. reinf @ 11¢	73590	
10	All reqd	Str stl	460750	
11	1150 LFt	Metal rail @ 12^{70}	14605	
12	All reqd	Elec. conduit	1500	
13	" "	Constn walkway	9000	
14	" "	Roadwork	10.000	
15	160 Sq Yds.	Conc slope riprap @ 9^{00}	1440	
16	All reqd	Alter exist. str	29000	1120719 00
	Contract contingencies			
FO#1	All reqd	Remove buildings Sapper	1898	
PA#1	" "	Revisions to roadwork	1960	
PA#3	" "	" " "	675	4533 00
	Other contingencies			
SFO	All reqd	Traffic signal Deni-Swift	2400	
"	" "	PGE work on 11 KV line	3016	5416 00
				1130668 -

Orig Auth 10% Engr & Conting
10% of bid $111,776^{00}$
6% Engr 67066 -
4% Conting 44710

10% Engr & Conting	113067
	1243735

Schedule. 3

1 of 1

B-1 New Col. River Br - Contract Quantities & Extras from est 12/1/56

			Amt	Total
	Contract Items:			
1	All Reqd	Shoring, cribbing, etc.	200000	
2	18430 CY	Str. excav. @ 5^{00}	92150	
3	500 "	Ex. below @ 6^{00}	3000	
4	84030 LFt	Timber piling @ 65¢	5461950	
5	5690 " "	Tr. " " " 1^{30}	7397	
6	1260 " "	Cast in place piling @ 4^{05}	5103	
7	1779 Only	Drive tbr " @ 60-	106740	
8	21 "	" cast in place @ 100-	2100	
9	13,000 CY	Tremie conc @ 29-	377000	
10	10,500 " "	Cl A Conc @ 100-	1050000	
11	1,700,000 #	Metal reinf @ 11¢	187000	
12	All Reqd	Str. stl	2832000	
13	3870 LFt	Metal rail @ $\$14^{50}$	56115	
14	All Reqd	Br. Buildings	42000	
15	" "	Elec. & mech equipt	475000	
16	" "	Lighting	30000	
17	" "	Constn walkway	25000	
18	" "	Eng. Office	10000	555522450

No contingencies to date

Orig Auth 10% Engr & Conting

10%	of bid	556418-
6%	Engr	333851-
4%	Conting	222567-

10% Engr & Conting	555522
	6110746

Schedule 4.

1/3/57 1-57

Remove Existing Col. River Br.
Quantities from completion plans and checked estimates. Unit prices estimated. 1/1/57

			Amt	Total
Substructure Work				
Pier 4				
All Reqd	Shoring, cribbing, etc		70000	
1200 C.Y.	Str. Excav. @ 15.00		18000	
5400 LFt	Piling @ ~~[illegible]~~ 5.00 Stl.		27000	
108 only	Drive Piles @ ~~50.00~~ 125-		13500	
533 C.Y.	Seal Conc @ 40.00		21320	
1006 C.Y.	Class A Conc @ 80.00		80480	
57000#	Metal Reinf @ 14¢		7980	
9300#	Tie rods & [illegible] @ 60¢		5580	
All Reqd	Alter existing pier			
	[illegible] 164' 2" ⌀ [illegible] @ 2.00	328-		
	" 1200' 1½" ⌀ [illegible] 1.50	1800-		
	Remove 44 M. Fbm for Crib @ 40.00	1760-		
	Misc Alterations @	1000-	4888	248748 ~~[illegible]~~
~~[illegible]~~	~~Jack span 4~~			
	~~Raise [illegible]~~	~~7800~~		
	~~51500# [illegible]~~	~~16480~~		
	~~54000# " Alloy " 40¢~~	~~21600~~		
	~~2400# Cast stl @ 10¢~~	~~240~~		
	~~410# [illegible] 10¢~~	~~41~~		
	~~70# [illegible] 10¢~~	~~70~~		
	~~700# [illegible] @ 60¢~~	~~420~~	~~44180-~~	~~[illegible]~~
Pier 5				
All Reqd	Remove pier			50000

Schedule 4

2 of 7

Pier 6

COOP

			Amt	Total
All Reqd	Sharing, Cribbing, etc		70000	
1200 C.Y	Excav @ 15.00		18000	
3300 L.Ft	Piling @ 1.00		3300	
66 Only	Drive Piles @ 60.00		3960	
489 CY	Seal Conc @ 40.00		19560	
1048 CY	Cl A conc @ 80.00		83840	
67400 #	Metal reinf @ 14¢		9436	
5500 #	Tie rods and spk. @ 60¢		3300	
All Reqd	Alter exist pier			
	96 LFt 4" holes @ 2.00	192-		
	1200 " 2½" " @ 1.50	1800		
	Remove 43 M FBM Lbr @ 40.00	1720		
	Misc alt.	1000-	4712	
All Reqd	Move out and return span 7		18000	234108

Pier 7

COOP

			Amt	Total
All Reqd	Sharing. cribbing, etc.		70000	
1200 C.Y	Excav @ 15.00		18000	
3200 LFt	Piling @ 1.00		3200	
64 only	Drive Piles @ 60.00		3840	
489 CY	Seal conc @ 40.00		19560	
1070 CY	Cl. A. Conc @ 80.00		85600	
69500 #	Metal reinf @ 14¢		9730	
5500 #	Tierods & spk @ 60¢		3300	
All Reqd	Alter exist. pier			
	96' 4"Ø holes 2.00	192-		
	1200' 2½Ø " 1.50	1800-		
	Remove 43 M FBM Lbr @ 40	1720		
	Misc alt.	1000-	4712	235942
All Reqd	Move out and return span 8		18000	

Schedule 7

3 of 7

			Amt	Total
Pier 8				
All Reqd	Shoring, cribbing, etc		70000	
1200 C.Y	Excav. @ 15^{00}		18000	
2700 LFt	Piling @ 1^{00}		2700	
54 only	Drive piles @ 60^{00}		3240	
489 C.Y.	Seal conc @ 40^{00}		19560	
1050 C.Y	Cl A Conc @ 80^{00}		84000	
68000 #	Metal reinf @ 14¢		9520	
5500 #	Tie rods & ends @ 60¢		3300	
All Reqd	Alter exist pier			
	96' 4" ⌀ holes @ 2^{00}	192-		
	1200' 2½" ⌀ " @ 1^{50}	1800-		
	Remove 43 M-FBM, bra @ 40^{00}	1720-		
	Misc alt. @	1000-	4712✓	233032✓
All Reqd.	Move out & return span 9		18000	
Pier 9				
All Reqd	Shoring, cribbing, etc		70000	
1200 CY	Excav. @ 15^{00}		18000	
2500 LFt	Piling @ 1-		2500	
50 only	Drive piles @ 60-		3000	
489 CY	Seal conc @ 40-		19560	
1005 CY	Cl. A conc @ 80-		80400	
59000 #	Metal reinf 14¢		8260	
5500 #	Tie rods & ends @ 60¢		3300	
All Reqd	Alter exist. pier			
	96' 4" ⌀ holes @ 2^{00}	192		
	1200' 2½" ⌀ 1^{50}	1800		
	Remove 43 M-Fbm 40-	1720		
	Misc alt	1000	4712✓	227732✓
All Reqd	Remove span 10		18000	

Coop

Coop

Schedule 4

COOP

for all piers

			Amt	Total
Pier 10				
109 C.Y.	Cl. A conc @ 80-		5720	
9000#	Metal reinf @ 14¢		1260	
All reqd.	Alter exist. pier			
	10' 2"⌀ holes @ 1^{50}	15-		
	155' 1½"⌀ holes @ 1^{50}	232-		
	Misc alt	500-	747	10727
~~All reqd~~	~~Exist M. end span 11~~		~~2800~~	~~13527~~
10000 C.Y.	Riprap f/new str @ 5^{00}		50000	—
10,000 C.Y.	" " f/old " " 5^{00}		50000	100000
		S.T Substr.		1340289
Superstructure Work				
Tower-Span 2				
Deck Work				
3 C.Y.	Remove old conc @ 100-	300-		
3 C.Y.	Cl A conc @ 80-	240-		
350#	Metal reinf @ 14¢	49-		
3000#	A.C. wear surf @ 1¢	30-	619	
Steelwork on tower				
2200#	Carb. steel @ 32¢	704-	1704	
All reqd	Misc steel work	1,000		
Machinery				
57500#	Remove old sheaves @ 10¢	5750-		
42500#	" " ropes @ 10¢	4250-		
37500#	New cwt ropes @ 60¢	22500-		
1000#	Zinc for sockets @ 1^{00}	1000-		
45000#	Sheaves, cast stl. @ 60¢	27000-		
3400#	Machine exist shafts @ 40¢	1360-		
+2 Only	New roller brgs. @ 2500	10,000- ~~5000~~	81860	
All reqd	Misc mach & elec.	10,000-		
				84183

Schedule 4

5 of 7

				Amt	Total
	Tower - Span 4				
	Deck work				
Comp.	10 C.Y.	Remove old conc @ 100-	1000-		
	13 C.Y.	Cl. A conc @ 80-	1040-		
	1800#	Metal paint @ 14¢	252	2292	
	Steel Work on Tower				
	3900#	Carb. st. @ 32¢	1248-		
	All Read	Misc. steel work	7000	8248	
	Machinery				
	57500#	Remove old sheaves @ 10¢	5750-		
	42500#	" " ropes @ 10¢	4250-		
	37500#	New cwt ropes @ 60¢	22500-		
	1000#	Zinc for sockets @ 1-	1000-		
	45000#	Sheaves, cast st'l @ 60¢	27000-		
	3400#	Machine cwt. shafts @ 40¢	1,360-		
	4ea Only	New rollers, brgs @ 2500	10,000 ~~5000~~-	81860	92,400
	All read	Misc mach. & elec	10,000-		
	Deck - Span 4				
Comp.	28 C.Y.	Remove old conc @ 100-		2800	
	22 C.Y.	Cl. A conc @ 80		1760	
	3100#	Metal paint @ 14¢		434	
	31000#	A.C. wear surf @ 1¢		310	5304
	Span 5-6, Complete				
Comp.	All reqd	Remove & store 2 spans @ 20,000		40000	
	758,000#	Str carb. st'l @ 32¢		242560	
	1,063,000#	Low alloy " " 34¢		361420	
	438 C.Y.	Cl A conc @ 80-		35040	
	95000#	Metal paint @ 14¢		13300	692320

Schedule 4 6 of 7

			Amt	Total
	Deck, Span 7			
Comp.	270 C.Y.	Remove conc @ ~~100~~ 30-	8100 ~~27000~~	
	62000#	" steel @ 10¢	6200	
	297 C.Y.	Cl. A conc @ 80-	23760	
	62000#	Metal reinf @ 14¢	8680	46740
	Deck, Span 8			
Comp.	270 C.Y.	Remove conc @ ~~100~~ 30- ~~20-~~	8100 ~~27000~~	
	6200#	Remove stl @ 10¢	6200	
	297 C.Y.	Cl. A conc @ 80-	23760	
	62000#	Metal reinf @ 14¢	8680	46740
	Deck-over Pier 9			
Comp.	9 C.Y.	Remove old conc @ 100-	900	
	8 C.Y.	Cl. A conc @ 80-	640	
	1200#	Metal reinf @ 14¢	168	
	1500#	Carb. stl @ 32¢	480	
	3000#	Low alloy @ 34¢	1020	
	9000#	A.C. wear surf @ 1¢	90	3298
	Deck-over Pier 10			
Comp.	7 C.Y.	Remove conc @ 100-	700	
	7 C.Y.	Cl. A conc @ 80-	560	
	800#	Metal reinf @ 14¢	112	
	1900#	Str Carb Stl @ 32¢	608	
	5610#	A.C. wear surf @ 1¢	56	2036
	Deck-over Pier 11			
Comp.	9 C.Y.	Remove conc @ 100-	900	
	8 C.Y.	Cl. A conc @ 80-	640	
	1200#	Metal reinf @ 14¢	168	
	1500#	Carb. stl @ 32¢	480	
	3000#	Low alloy @ 34¢	1020	
	9000#	A.C. wear surf @ 1¢	90	3298

Schedule 4

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Cop

		Amt	Total
Traffic Control.			
All Reqd.	Replace & barriers w/ new	60000	
"	Misc. traffic control gates, warning lights, etc	15000	75000
Jacking, Equip for. etc			
7'	Jack span 4 @ 400^{00}	2800	
7'	" " 11 - 400^{00}	2800	
51500 #	Carb. stl @ 32¢	16480	
54000 #	Low Alloy stl @ 34¢	18,360-	
2400 #	Cast stl @ 1^{00}	2400	
410 #	Forged stl @ 1^{00}	410	
70 #	Springs @ 1^{00}	70	
700 #	Wire rope @ 60¢	420	43,740
Painting			
~~910 Tons~~	~~New @ $\$40^{00}$~~ 8	~~36400~~	
3900 "	Old @ $\$30^{00}$	117.000	117000-
	S.T. Superstr		1217059
South Approach.			
All reqd.	Remove span 14 & store	12000	168000
" "	Const. RC approach	156000	
			2720,348
	S.T. Constr		2720348
	10% Engr & Contingency		272035
	Tot		2992383

Summary Coop work on
Remodeling Old Br

See job est sheets attached

Item	Total	Coop	Noncoop
Substructure			
Pier 4 Reinf	248748	248748	
" 5 Renew	50000	50000	
" 6 Reinf	234108	234108	
" 7 "	235942	235942	
" 8 "	233032	233032	
" 9 "	227732	227732	
" 10	10727	10727	
Riprap (all piers)	100000		100000
Superstructure			
Tower Span 2	84183		84183
" " 4	92400	10540	81860
Deck, span 4	5304	5304	
Span 5/6 complete	692320	692320	
Deck, span 7	46740	46740	
" " 8	46740	46740	
" Over pier 9	3298	3298	
" " " 10	2036	2036	
" " " 11	3298	3298	
Traffic Controls	75000		75000
Jacking, Equipt., etc	43740	43740	
Painting (Maint)	117000		117000
S. Approach (Sp.	168000		168000
S.T	2720348	2094305	626043
10% E & C	272035	209431	62604
Tot.	2992383	2303736	688647
Salvage Er 25t/spans @ 375			
Ton @ 24Lb	30000	– 30000	
	2962383	2273736	

Arthur B. Langlie, Governor
Chairman of Authority

Cliff Yelle, State Auditor

Ralph M. Davis, Chairman
Public Service Commission

R. A. Moore, Chairman
State Highway Commission

H. D. Van Eaton, Director
Department of General Administration

STATE OF WASHINGTON

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

W. A. Bugge, Director of Highways
Ex Officio Member

D. B. [illegible]
Secretary of Authority

February 24, 1956

Schedule 5

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Glen Paxson

Gentlemen: Re: Vancouver-Portland Interstate Toll Bridge

I am transmitting herewith tabulation of costs incurred in connection with the acquisition of right of way and the construction of the approaches to the existing Interstate Bridge south of the center line of 5th Street, in Vancouver, Washington. The total cost reflected on the tabulation amounts to $2,445,642.64.

I wish to call your attention to the tabulation, particularly the last item on the first page, setting forth the estimated cost of rearranging approaches to fit the new Interstate Bridge, in the amount of $75,000.00. This amount should be deducted from the total figure as this amount was inadvertently included in the tabulation. The tabulation should be considered exclusive of the estimated cost and the balance remaining would represent actual construction and right of way costs previously experienced by the Washington State Highway Commission in connection with the project as related to the bridge. The estimated cost of rearranging approaches to fit the new Interstate Bridge, including all grading, paving, lighting facilities, landscaping and traffic control, amounts to $100,000.00. In addition to this estimated cost, we will also be subjected to added right of way costs amounting to $228,000.00, the bulk of which represents costs to the Port of Vancouver, which property has already been acquired, subject to payment on or before July 1, 1956, in the amount of $204,375.00. We have previously expended in electrical design on the draw span, the sum of $17,665.54, which will have to be reimbursed by the Authority and is in no way related to costs previously incurred in the construction of the approaches to the existing Interstate Bridge.

We will also have to pay certain legal fees, trustee fees, printing expense for resolution, bond printing and signing expense, traffic engineering expense, and miscellaneous office and traveling expenses in connection with the bond issue, which should not exceed the sum of $35,000.00. I will have the detail developed on these last items and will review them with you in Portland on March 1st.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Secretary

DBH:hm
cc: Mr. W. A. Bugge
Mr. E. L. Massey

P. S. - The above was dictated by Mr. Hedges and, in his absence, he asked that I review the context. I wish to summarize the cost figures this way. Total cost actually expended to date by the Department of Highways - $2,370,642.64. Estimated additional cost to complete right of way, approaches, bridge design expense on draw span, and financing expenses by the Toll Bridge Authority amount to $390,665.54 380,665.54 which will give a total, including money expended and additional estimated cost, in the amount of $2,751,308.18.

H. C. HIGGINS

FEBRUARY 20th, 1956

PSH No. 1, INTERSTATE BRIDGE AT VANCOUVER

Following are the costs incurred in connection with the acquisition of the Right of Way and construction of the approaches to the Interstate Bridge, South of the center line of 5th Street.

CONTRACT COSTS

Contr. No.	Description		
3963	Main Apt., in Vanc. Demolition & removal	3,190.27	
4099	S. P. & S. Ry. Under Xing in Vanc.	334,946.12	
4100	Vanc. Freeway, McCoy Auto Bldg. etal	7,119.54	
4124	P.S.H. No. 8, Under Xing in Vanc.	171,481.52	
4131	Vanc. Freeway, Corder Motors Bldg. etal	5,108.83	
4149	Vanc. Freeway, Knapp Tractor & Impl. Bldg.	8,431.77	
4165	Vanc. Freeway, C. A. Perkins Bldg. etal	7,675.86	
4171	Brdy. Under Xing in Vanc.	87,642.68	
4186	Vanc. Freeway, Coal Spur Relocation	55,821.22	
4291	Relocation of Vanc. Barracks Bldgs.	10,670.72	
4313	Vanc. Freeway, Water System Reconstr.	63,446.70	
4317	Vanc. Freeway, Storm Sewer, Columbia Riv. to 6th Street	75,499.28	
4444	Vanc. Freeway, Interstate Bridge to 9th	342,900.60	
4604	Vanc. Freeway, 5th Street Via. to Burnt Bridge Creek	26,119.26	
4866	Vanc. Freeway, Illumination	19,772.92	
4988	Interstate Br. to 5th St. & 14th St. Interchange- Roadside Improvement	31,948.18	1,251,775.47

STATE FORCE PROJECTS

C-995	Sewers by City	8,210.13	
C-1020	Relocate 6" Water Mains	1,680.76	
C-1167	Drainage, Ditches and Slides	143.58	
C-1310	Fire Hydrants & Alarms	219.60	10,254.07

LOCATION PROJECTS

L-107	Alternate Route through Vancouver	40,240.91	
L-651	Vancouver Freeway	25,464.30	
L-780	Vancouver Freeway	152,482.64	
		218,187.85	
	29.372% of 218,187.85, Location costs		64,086.14

The percentage of total location funds included in the above figures was arrived at by pro-rating the total Contract Construction cost below 5th Street against the total Contract Construction costs for the entire Freeway.

Estimated cost of rearranging Approaches to fit new Interstate Bridge 75,000.00

RIGHT OF WAY PROJECTS

RW- 103	Interstate Bridge to 25th St.	946,733.32	
RW-266	Interstate Bridge to 25th St.	113,441.69	
RW-492	Interstate Bridge to 25th St.	12,650.75	
RW-560	Interstate Bridge to 25th St.	2,892.09	
RW-590	Interstate Bridge to 25th St.	40.00	
RW-626	Interstate Bridge to 25th St.	162.16	
			1,075,920.01
	Less Portion outside 5th Street		31,393.05
	TOTAL RIGHT OF WAY		1,044,526.96

Right of Way costs outside 5th street consist of one parcel of land out of a total of 39 purchased in the area and 1/39 of Right of Way costs incidental to the purchase of land.

TOTAL COSTS	2,445,642.64

VANCOUVER-PORTLAND INTERSTATE TOLL BRIDGE
ESTIMATED CONSTRUCTION COSTS
as of December 31, 1956

Schedule 6

First Bond Issue

1. South Approach (Oregon)			
Grading and paving (estimated		$ 281,983.50	
Landscaping (estimated)		16,875.00	
Lighting (estimated)		110,000.00	
Right of Way (estimated)		300,000.00	
Oregon Slough Bridge (Bid)	$1,117,760.00		
10% engineering & contingencies.	111,776.00	1,229,536.00	
			$1,938,394.50
2. Main River Crossing			
Engineering Costs, Washington (incurred)		23,496.33	
" " , Oregon (incurred)		59,705.51	
Main River Bridge (Bid)	5,564,180.00		
10% engineering & contingencies.	556,418.00	6,120,598.00	
			6,203,799.84
3. Financing Costs			
Attorney's Fees, printing, etc. (actual)			13,175.96
4. Insurance (Actual)			80,775.00
			$8,236,145.30
5. Less earnings on Investments			
Actual to 2/7/57	144,556.44		
Estimated to 6/30/58	124,875.00		269,431.44
			7,966,713.86
6. Cash received in Construction Fund, Sale of Bonds			7,989,290.94
Surplus			22,577.08

1/8/57

VANCOUVER-PORTLAND INTERSTATE TOLL BRIDGE
ESTIMATED CONSTRUCTION COSTS
as of December 31, 1956

Schedule 6

First Bond Issue

1. South Approach (Oregon)			
Grading and paving (estimated		$ 281,983.50	
Landscaping (estimated)		16,875.00	
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Main River Bridge (Bid)	5,564,180.00		
10% engineering & conting.	556,418.00	6,120,598.00	
			6,203,799.84
3. Financing Costs			
Attorney's Fees, printing, etc. (actual)			13,175.96
4. Insurance (Actual)			80,775.00
			$8,236,145.30
5. Less earnings on Investments			
Actual to 2/7/57	144,556.44		
Estimated to 6/30/58	124,875.00		269,431.44
			7,966,713.86
6. Cash received in Construction Fund, Sale of Bonds			7,989,290.94
Surplus			22,577.08

RECEIVED
JAN 31 1957
FOR FILING

OREGON DISTRICT
7971
53-5
08-35

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

January 4, 1957

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Attention: Mr. G. S. Paxson

Dear Sir:

Reference is made to your letter of December 19, 1956 to Mr. F. E. Andrews concerning the standards on the Portland-Vancouver Interstate Bridge and transmitting prints of Drawing No. 12501 showing proposed revisions to the Oregon Slough Bridge. Our Division office has reviewed this submission and believe that the proposed 1' widening and the addition of a deceleration lane for the Swift Ramp are satisfactory.

As discussed with Mr. Paxson on January 4, there are certain other matters which we feel should be called to your attention and your reaction obtained before we submit the proposed revisions to our Washington office for approval. We note that the stopping sight distances at Stations 52+66, 66+91 and 112+80 are inadequate for a 50 m.p.h. speed. Also, we question the 9°12' curve at the south end of the Slough Bridge and how this will tie in with the eventual interstate route to the south. Finally, we refer you to our letter of November 7, 1956 in which we requested information concerning geometric standards on the interchanges in this area and control of access in the vicinity of Jantzen Beach and the shopping center. This information is necessary to supplement your proposal to establish the entire toll financed section as a final location of the Interstate System.

Your early consideration of these matters and reply will be appreciated.

Very truly yours,

Polk

C. G. POLK
District Engineer

RECEIVED
JAN - 7 1957
OREGON
STATE HIGHWAY COMMISSION

NOTED
G. S. PAXSON

1-24-57
Referred to Edwards
to draft answer.
HHP

A

RECEIVED
JUL 26 1956
FOR FILING

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

7971 NPPKS-4

REFER TO FILE 5205

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

July 18, 1956

Oregon State Highway Department
Salem, Oregon

ATTENTION: Mr. G. S. Paxson, Assistant Highway Engineer

Gentlemen:

In connection with your inquiry in this office concerning the matter of the alteration of the existing Interstate Bridge crossing Columbia River between Portland, Oregon and Vancouver, Washington, all action necessary to date has been taken.

The remaining steps necessary are,

(a) The States to submit detailed plans and specifications and a proposed apportionment of costs between the States and the Federal Government.

(b) After review of (a) by the Corps of Engineers the States will be given an opportunity to discuss any differences prior to final approval of the plans and specifications and the apportionment.

and

(c) After final approval (as in (b) above) the States must call for bids within 90 days from date of approval, and submit their recommendation of bid and guaranty of cost; after which the Secretary of the Army will issue an authorization to proceed and an order of apportionment, applying the contract prices on the basis of the preliminary apportionment referred to in (a) and (b) above. The order of apportionment will be the contract between the Federal Government and the States.

NOTED
G. S. PAXSO

It is the view of this office that the plans, specifications and the States' proposal of apportionment should not be submitted until such time as a reasonable estimate of costs can be made, since work of reconstruction of the existing bridge will not be started until the new bridge is complete or nearly so.

If there are any other questions which you feel need discussion, please do not hesitate to contact this office at any time.

Very truly yours,

Francis G. McBride
FRANCIS G. McBRIDE, LT. COL. CE
EXECUTIVE OFFICER, FOR:
JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

RECEIVED
1956
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 8 - 1956
FOR FILING

1271

5205

May 7, 1956

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Re: Portland-Vancouver Columbia River Bridge

Dear Sir:

Reference is made to your letter of May 1 relative to the cost of altering the existing Columbia River Bridge between Portland, Oregon and Vancouver, Washington.

The sum of $3,000,000 given in the amended agreement dated April 27, 1955, between the Oregon State Highway Commission, Washington State Highway Commission and Washington Toll Bridge Authority, was used primarily as an over-all authority for the issuance of bonds for the project. It is considerably higher than our estimate of cost made at that time. When bids are received and the cost is actually known, the amount of bonds issued will be based on this known cost.

Any estimate made in 1955, or even now, probably will need revision when bids are received. The cost of structural steel has increased materially since 1955 and may increase still further. Under date of April 25, 1956, we furnished you a revised estimate of the Federal Government's portion of the costs, based on current prices, in the amount of $1,185,000, which includes engineering and contingencies.

The removal of the dock and warehouse is made necessary by the construction of the new bridge and is not included in the cost estimates for altering the existing bridge.

This will acknowledge receipt of your letter of April 27, 1956 advising approval of the general plans for the alteration of the existing bridge. Detail plans and specifications will be submitted when completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm er

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPKS-4

May 1, 1956

REFER TO FILE
NO. NPP 800.6(Col.Riv.-Bridges)-6.

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. R. H. Baldock, State Highway Engineer

Gentlemen:

Supplementing our letter of April 27, 1956, advising you of the conditional approval of plans for altering the existing bridge crossing Columbia River between Portland, Oregon and Vancouver, Washington, it is desired to reach an understanding concerning certain items showing some divergent views with reference to preliminary apportionment of costs and to the estimated cost of the alteration.

In this connection it is noted that the plans for altering the existing bridge submitted with your letter of March 2, 1956, include the removal of the dock and warehouse located downstream from the site for the new bridge. The removal of the dock and warehouse were a requirement of the approval for the new bridge and the cost for such removal is not to be included as a part of the costs of alteration of the existing structure.

It is noted that in the Amended Agreement dated April 27, 1955, signed by the Oregon State Highway Commission, the Washington State Highway Commission and the Washington Toll Bridge Authority, in paragraph 2 under Recitals, the cost of altering or reconstructing the existing bridge is estimated at $3,000,000, but in your letter of July 5, 1955, to this office the total cost for altering is given as $1,850,380 not including engineering and contingencies. Though it is assumed some items included in the $3,000,000 are not apportionable between the Federal Government and the States, this is not explained in the agreement.

Your comment on the above items will be appreciated.

Very truly yours,

Jackson Graham

JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

RECEIVED
MAY 1 1956
OFFICE OF
STATE HIGHWAY ENGINEER

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)
NPPKS-4

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

April 27, 1956

REFER TO FILE
NO. NPP 800.6(Columbia River-Bridges)-6.

[illegible]
W. C. WILLIAMS

Oregon State Highway Department

Salem, Oregon

ATTENTION: Mr. R. H. Baldock, State Highway Engineer

Gentlemen:

This letter is to advise the Oregon State Highway Department, the Washington State Department of Highways and the Washington Toll Bridge Authority that the general plans submitted with your letter of March 2, 1956, meet the requirements of the order to alter (within the intent of Section 4 of the Act of June 21, 1940,) the existing bridge crossing Columbia River between Portland, Oregon, and Vancouver, Washington, and are conditionally approved subject to the submission of detailed plans and specifications suitable for advertising for bids.

The detailed plans and specifications should be submitted at such time that, after notification of approval, bids can be taken within 90 days for the alteration of the bridge.

BY AUTHORITY OF THE SECRETARY OF THE ARMY:

Jackson Graham
JACKSON GRAHAM
Colonel, Corps of Engineers
District Engineer

cc: Washington State Dept.
of Highways, ATTN: Mr. W.A. Bugge, Director
cc: Washington Toll Bridge Authority
ATTN: Mr. D. B. Hedges

RECEIVED
APR 26 1956
FOR FILING

7-1-1

5505

April 25, 1956

The District Engineer
Corps of Engineers, U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Pursuant to a request by your Mr. G. K. McKenzie, I submit the following as an estimate of the Federal Government's portion of the cost of remodeling the existing Interstate Bridge over the Columbia River between Portland and Vancouver. This is an estimate prepared prior to the completion of detailed plans for the work and is based upon the Federal Government's assuming 50 per cent of the total cost.

Fiscal year - July 1, 1957 to June 30, 1958	$ 135,000
Fiscal year - July 1, 1958 to June 30, 1959	880,000
Fiscal year - July 1, 1959 to June 30, 1960	170,000
Estimated cost — share of Federal Government	$1,185,000

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm me

cc Mr. P. M. Stephenson

FORM E-30X—37,500—2-55—62887

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 20, 1956

SUBJECT:

To:

Mr. G. S. Paxson
Assistant State Highway Engineer
Office

Mr. G. K. McKenzie of the U. S. Engineers called April 19th in regard to programming funds for the federal government's share of the cost of remodeling of the existing east Interstate Bridge over the Columbia River.

According to Mr. McKenzie, it is necessary to program the money needed by each fiscal year. The following is our estimate of the federal government's share of the construction money that would be expended each year.

Fiscal year	July 1, 1957 to June 30, 1958	-	$112,500.00	135000
" "	July 1, 1958 to June 30, 1959	-	729,000.00	880000
" "	July 1, 1959 to June 30, 1960	-	141,187.50	170000
	Estimated Cost Fed. Gov. Share	-	$982,687.50	1,185,000

Mr. McKenzie wanted this information by Monday morning.

P. M. Stephenson

P. M. Stephenson
Bridge Engineer

PMS/dp

April 20, 1956

Washington Toll Bridge Authority
Transportation Building
Olympia, Washington

Attention: Mr. D. B. Hedges
Secretary

Gentlemen:

Reference is made to the possibility of flood damage to the existing Columbia River Bridge between Portland and Vancouver.

The Army Engineers forecast that the high-water runoff for this year will reach a gage reading at the Vancouver River gage of 25.0 to 28.0. The peak of the 1948 flood was 30.2 at the Vancouver gage at this bridge site. No damage of any type occurred to the existing bridge during the 1948 flood.

In our opinion, it is highly improbable that any damage will occur to the existing structure, or the new structure when it is completed, by a flood considerably higher than any known flood in the past.

The contractor does not intend to start work on the river portions of his contract on the new bridge until after the 1956 high water has receded.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. P. M. Stephenson

PMS:dp bm.

NOTED
G. S. PAXSON

7971-534 Portland-Vancouver Folder #1
Interstate (East) br. 1954
#5205 over Col. R. - [illegible] 1955

RECEIVED
DEC 29 1955
FOR FILING

7971-524

[illegible]

December 28, 1955

Washington Toll Bridge Authority
Transportation Bldg.
Olympia, Washington

Gentlemen:

We are enclosing herewith for your records and files a certified copy of a Resolution expressing intent and ability of the Oregon State Highway Commission to share equally with the State of Washington in contributing 50% of the cost of reconstructing the existing Interstate Bridge across the Columbia River between Portland, Oregon and Vancouver, Washington. The United States to contribute remaining 50%.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
DEC 29 1955
FOR FILING

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5205

R

December 28, 1955

The District Engineer
Corps of Engineers
U.S. Army
628 Pittock Block
Portland 5, Oregon

Gentlemen:

We are enclosing herewith for your records and files a certified copy of a Resolution expressing intent and ability of the Oregon State Highway Commission to share equally with the State of Washington in contributing 50% of the cost of reconstructing the existing Interstate Bridge across the Columbia River between Portland, Oregon and Vancouver, Washington. The United States to contribute remaining 50%.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
DEC 29 1955
FOR FILING

December 28, 1955

Mr. Lorentz Gootz, Secretary
Washington State Highway Commission
Transportation Bldg.
Olympia, Washington

Dear Sir:

We are enclosing herewith for the records and files of the Washington State Highway Commission a certified copy of a Resolution expressing intent and ability of the Oregon State Highway Commission to share equally with the State of Washington in contributing 50% of the cost of reconstructing the existing Interstate Bridge across the Columbia River between Portland, Oregon and Vancouver, Washington. The United States to contribute remaining 50%.

Will you please bring this to the attention of the Washington State Highway Commission and to Mr. Wm. A. Bugge, Director of Highways for the State of Washington.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
FEB 23 1956
FOR FILING

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Files

Salem, Oregon
December 28, 1955

Agenda Item 2-o

Mr. R. H. Baldock
State Highway Engineer
Office

Attached are two conformed copies of a resolution expressing intent and ability of the Oregon State Highway Commission to share equally with the State of Washington in contributing 50% of the cost of reconstructing the existing Interstate Bridge across the Columbia River between Portland, Oregon and Vancouver, Washington. The United States to contribute remaining 50%.

One fully executed copy of the above resolution has been retained in this office for the Commission's files and certified copies have been sent to the District Engineer, Portland, Oregon District, Corps of Engineers, U.S. Army, to the Washington Highway Department and to the Washington Toll Bridge Authority.

H. B. Glaisyer
Secretary

rn
Attach: 2

REFERRED TO
BY SECRETARY

RECEIVED
DEC 29 1955
FOR FILING

7771
5205

December 28, 1955

Members of State Highway Commission

Gentlemen:

Attached hereto for your information is a photocopy of Resolution No. 307, adopted by the Washington Toll Bridge Authority, with respect to reconstruction of the existing interstate bridge between Portland, Oregon, and Vancouver, Washington.

Thought you would like to have the information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: R. H. Baldock

Arthur B. Langlie, Governor
Chairman of Authority
Cliff Yelle, State Auditor
Ralph M. Davis, Chairman
Public Service Commission
R. A. Moisio, Chairman
State Highway Commission
H. D. Van Eaton, Director
Department of General Administration

STATE OF WASHINGTON

1889

W. A. Bugge, Director of Highways
Ex Officio Member
D. B. Hedges
Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

RECEIVED
DEC 27 1955
LEGAL DEPT.

December 21, 1955

Mr. C. W. Enfield, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Robert L. May, Jr.
Assistant Counsel

Dear Sir: Re: Vancouver-Portland Interstate Bridge

Reference is hereby made to copy of a letter directed to your attention by Mr. Paul Sinnitt, regarding a resolution to be adopted by the Washington Toll Bridge Authority in connection with the reconstruction of the existing Interstate Bridge.

Please be advised that the Washington Toll Bridge Authority adopted the subject resolution at its special meeting held in the office of the Governor at 11:30 A.M. on December 20, 1955. In accordance with Mr. Sinnitt's request, I am transmitting herewith a copy of the Washington Toll Bridge Authority resolution No. 307, which you will note is not a certified copy but rather is a fully executed copy.

With kindest personal regards.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

By: D. B. HEDGES
Secretary

DBH:hm
Att.
cc: W. A. Bugge
Paul Sinnitt

Copies of this letter and attached resolution sent to Commissioners and Mr. Baldock on 12-29-55. (Mr. May previously had a copy made for his files.)

RESOLUTION NO. 307

WASHINGTON TOLL BRIDGE AUTHORITY

WHEREAS, on the 27th day of April, 1955, an agreement was entered into between the State of Oregon, by and through its State Highway Commission, and the State of Washington, by and through its State Highway Commission and Toll Bridge Authority, for the construction of a second Interstate Bridge across the Columbia River between Portland, Oregon and Vancouver, Washington, adjacent to the existing Interstate Bridge, which agreement is incorporated and made a part hereof by reference, and,

WHEREAS, the construction of said proposed new bridge in a manner which will adequately accommodate highway traffic, but will still permit free and unobstructed water navigation upon the Columbia River, makes it desirable that the existing Interstate Bridge be altered or reconstructed, and,

WHEREAS, in order to assure the accomplishment of the necessary alteration or reconstruction of the existing bridge, each of the parties to the agreement pledged its full cooperation toward securing Federal assistance and participation under the "Truman-Hobbs Act" and further agreed that in the event Federal assistance and participation could not be obtained, the parties would proceed to reconstruct the existing bridge with funds derived from the sale of bonds as provided in the agreement, and,

WHEREAS, the Secretary of the Army has now determined that the existing Interstate Bridge is unreasonably obstructive to navigation and should be altered to correspond with approved plans of the new parallel bridge and has further indicated that the United States will contribute fifty percent of the costs of such alteration, exclusive of salvage and expired service life, and,

WHEREAS, before personal service of the formal order of the Secretary of the Army will be made, it is required that the parties to the agreement of April 27, 1955 give formal assurance of their intent and ability to pay fifty percent of the total cost of alteration of the existing bridge,

NOW THEREFORE, BE IT RESOLVED by the Washington Toll Bridge Authority that it is the intent of this Authority to comply in all respects with its obligations set forth in that agreement of April 27, 1955 between the State of Oregon, by its State Highway Commission, and the State of Washington by its State Highway Commission and Washington Toll Bridge Authority, and pursuant thereto to join with the parties to said agreement in paying all of the costs of altering or reconstructing the existing Interstate Bridge that may be apportioned to said parties under the "Truman-Hobbs Act", providing said apportionment not exceed fifty percent of the total cost of the alteration or reconstruction, exclusive of salvage and expired service life value, and with Oregon and Washington's participation to be derived from the sale of bonds to be issued in accordance with the agreement, and

BE IT FURTHER RESOLVED, that the Secretary of the Authority is directed to mail a duly certified copy of this resolution to the District Engineer of the Corps of Engineers, United States Army.

DATED this 20th day of December, 1955.

WASHINGTON TOLL BRIDGE AUTHORITY

Arthur B Langlie
Chairman and Member

Ralph Davis
Member

Member

E. C. Huntley
Member

Member

ATTEST:

Secretary of the Authority

APPROVED AS TO FORM:

Assistant Attorney General
and Counsel for the Authority

RECEIVED
DEC 28 1955
FOR FILING

7971
5205

December 27, 1955

Members of State Highway Commission

Gentlemen:

There has just been received in this office a certified copy of Resolution No. 317, adopted by the Washington State Highway Commission, which has to do with the alteration and reconstruction of the existing interstate bridge on US 99 between Portland and Vancouver.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: R. H. Baldock
R. May

COMMISSIONERS
E. C. HUNTLEY, CHAIRMAN
COLFAX
R. E. HENSEL
BREMERTON
H. E. MORGAN
LONGVIEW
O. E. STONE
SPOKANE
R. A. MOISIO
TACOMA

LORENZ GOETZ, SECRETARY
OLYMPIA

STATE OF WASHINGTON
ARTHUR B. LANGLIE, GOVERNOR

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS

W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

DISTRICT OFFICES
NO. 1 SEATTLE 4
480 SPOKANE ST.
NO. 2 WENATCHEE
P. O. BOX 98
NO. 3 OLYMPIA
P. O. BOX 327
NO. 4 VANCOUVER
4200 MAIN STREET
NO. 5 YAKIMA
P. O. BOX 52
NO. 6 SPOKANE 21
N. 2920 MAYFAIR ST.

RECEIVED
[illegible] 1955
LEGAL DEPT.

December 21, 1955

Mr. C. W. Enfield, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Robert L. May, Jr.
Assistant Counsel

Dear Sir:

We are enclosing herewith a certified copy of Resolution No. 314 of the Washington State Highway Commission in connection with altering or reconstructing the existing interstate bridge which was adopted on December 21, 1955.

Very truly yours,

WASHINGTON STATE HIGHWAY COMMISSION

Lorenz Goetz
By: LORENZ GOETZ
Secretary

LG:lw
RH
Enclosures (2)

cc: Washington Toll Bridge Authority
Mr. Sinnitt

of resolution and certification
Photocopies/sent to Commissioners, RH Baldock and Bob May 12-27-55.

I hereby certify that the attached is a true and correct copy of Resolution No. 317 adopted by the Washington State Highway Commission during a regular meeting on December 21, 1955.

Lorenz Goetz

LORENZ GOETZ, SECRETARY
WASHINGTON STATE HIGHWAY COMMISSION

RESOLUTION NO.________

WHEREAS, on the 27th day of April, 1955, an agreement was entered into between the State of Oregon, by and through its State Highway Commission, and the State of Washington, by and through its State Highway Commission and Toll Bridge Authority, for the construction of a second Interstate Bridge across the Columbia River between Portland, Oregon and Vancouver, Washington, adjacent to the existing Interstate Bridge, which agreement is incorporated and made a part hereof by reference, and,

WHEREAS, the construction of said proposed new bridge in a manner which will adequately accommodate highway traffic, but will still permit free and unobstructed water navigation upon the Columbia River, makes it desirable that the existing Interstate Bridge be altered or reconstructed, and,

WHEREAS, in order to assure the accomplishment of the necessary alteration or reconstruction of the existing bridge, each of the parties to the agreement pledged its full cooperation toward securing Federal assistance and participation under the "Truman-Hobbs Act" and further agreed that in the event Federal assistance and participation could not be obtained, the parties would proceed to reconstruct the existing bridge with funds derived from the sale of bonds as provided in the agreement, and,

WHEREAS, the Secretary of the Army has now determined that the existing Interstate Bridge is unreasonably obstructive to navigation and should be altered to correspond with approved plans of the new parallel bridge and has further indicated that the United States will contribute fifty percent of the costs of such alteration, exclusive of salvage and expired service life, and,

WHEREAS, before personal service of the formal order of the Secretary of the Army will be made, it is required that the parties to the agreement of April 27, 1955 give formal assurance of their intent and ability to pay fifty percent of the total cost of alteration of the existing bridge,

NOW THEREFORE, BE IT RESOLVED by the Washington State Highway Commission that it is the intent of this Commission to comply in all respects with its obligations set forth in that agreement of April 27, 1955 between the State of Oregon, by its State Highway Commission, and the State of Washington by its State Highway Commission and Washington Toll Bridge Authority, and pursuant thereto to join with the parties to said agreement in paying all of the costs of altering or reconstructing the existing Interstate Bridge that may be apportioned to said parties under the "Truman-Hobbs Act", providing said apportionment not exceed fifty percent of the total cost of the alteration or reconstruction, exclusive of salvage and expired service life value, and with Oregon and Washington's participation to be derived from the sale of bonds to be issued in accordance with the agreement, and,

BE IT FURTHER RESOLVED, that the Secretary of the Commission is directed to mail a duly certified copy of this resolution to the District Engineer of the Corps of Engineers, United States Army.

DATED this 21st day of December, 1955.

WASHINGTON STATE HIGHWAY COMMISSION

By E C Huntley
Chairman and Commissioner

Member

Morgan
Member

O.E. Stone
Member

Member

ATTEST:

Lorenz Goetz
Secretary of the Commission

APPROVED AS TO FORM:

W A Bugge
Director of Highways

Assistant Attorney General

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OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 15, 1955

AGENDA
DEC 19 1955

2-0

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

Attached hereto are three copies of a Resolution to be presented to the Highway Commission for adoption at its meeting of December 19 and 20, 1955. Adoption of this Resolution was requested by the District Engineer of the Corps of Engineers, U. S. Army, as a formal assurance of intent and ability to contribute toward the cost of reconstructing the existing Interstate Bridge at Portland. The matter will be considered under agenda item 2 C.

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

RLM/rlk
cc: Mr. W. C. Williams

C.C.R.

RESOLUTION

WHEREAS, an agreement has heretofore been entered into between the State of Oregon, by and through its State Highway Commission, the State of Washington, by and through its State Highway Commission, and the Washington Toll Bridge Authority, for the construction of a second interstate bridge across the Columbia River between Portland, Oregon and Vancouver, Washington, adjacent to the existing Interstate Bridge, a copy of which agreement is attached hereto and by this reference made a part hereof; and

WHEREAS, the construction of said proposed new bridge in a manner which will adequately accommodate highway traffic but still permit free and unobstructed water navigation upon the Columbia River makes it necessary and desirable that the existing Interstate Bridge be altered or reconstructed; and

WHEREAS, in order to assure the accomplishment of the necessary alteration or reconstruction of said existing bridge each of the parties to said agreement therein pledged its full cooperation toward securing federal assistance and participation under the "Truman-Hobbs Act," and further mutually agreed in said agreement that, in the event federal assistance and participation could not be obtained, the parties would proceed to reconstruct the existing bridge to the same standards as proposed for the new bridge with funds derived from the sale of bonds as provided in said agreement; and

WHEREAS, the Secretary of the Army has now determined that the existing Interstate Bridge is unreasonably obstructive to navigation and should be altered to correspond with approved plans of the new parallel bridge and has further indicated that fifty per cent of the cost of such alteration will be borne by the United States; and

WHEREAS, it has been requested that, before personal service of the formal order of the Secretary of State is made, formal assurance be given of the intent and ability of the Oregon State Highway Commission and Washington State Highway Commission to pay fifty per cent of the total cost of the alteration of said existing bridge.

NOW, THEREFORE, BE IT AND IT HEREBY IS RESOLVED by this Commission, all members thereof being present and voting affirmatively:

1. That it is the intention of this Commission to comply in all respects with its obligations under that certain agreement entered into under date of April 27, 1955, between the State of Oregon, by and through its State Highway Commission, the State of Washington, by and through its State Highway Commission, and the Washington Toll Bridge Authority, and pursuant thereto, to join with the parties to said agreement in paying all of the cost of altering or reconstructing said existing Interstate Bridge that may be apportioned to said parties under the "Truman-Hobbs

Act," provided said apportionment shall not exceed fifty per cent of the total cost of such alteration or reconstruction, exclusive of salvage and expired service life values, out of funds derived from bonds to be issued in accordance with said agreement.

2. That the Secretary forward a certified copy of this Resolution to the District Engineer, Portland, Oregon District, Corps of Engineers, U. S. Army, to the State Highway Commission of the State of Washington, and to the Washington Toll Bridge Authority.

3. That this Resolution be entered in the minutes and records of this Commission this 19th day of December, 1955, as Miscellaneous Resolution No. ______.

OREGON STATE HIGHWAY COMMISSION

____
Chairman

ATTEST:

____
Member

____
Secretary

____
Member

RLM/mlk 4/26/55

AMENDED AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of April, 1955, by and between the STATE OF OREGON, by and through its State Highway Commission, hereinafter referred to as "Oregon", and the STATE OF WASHINGTON, by and through its State Highway Commission, hereinafter referred to as "Washington", and the WASHINGTON TOLL BRIDGE AUTHORITY, hereinafter referred to as "Authority", amending an agreement made and entered into on the 9th day of August, 1954, by and between the same parties;

WITNESSETH:

RECITALS:

1. Washington and Oregon, after extensive study and research of problems pertaining to roads and bridges between the States, have heretofore mutually agreed upon the need for the construction, maintenance and operation of a second interstate bridge, including approaches thereto in both states, across the Columbia River between Portland, Oregon, and Vancouver, Washington, adjacent to the existing interstate bridge, to accommodate the present and ever-increasing volume of traffic between said states. The planned construction of said proposed new bridge in a manner which will adequately accommodate highway traffic, but still permit free and unobstructed water navigation upon the Columbia River, makes it necessary and desirable to alter or reconstruct the existing interstate bridge.

2. Washington and Oregon have determined that the most economical and feasible method of financing the construction of said proposed

new bridge and of altering or reconstructing said existing interstate bridge, or so much of the cost thereof as may be apportioned to the parties hereto under Chapter 409, 54 United States Statutes at Large, as amended by Chapter 889, 66 United States Statutes at Large, commonly known as and referred to herein as the "Truman-Hobbs Act," is by the sale of bonds with the principal and interest thereon to be paid from toll charges to be imposed on the use of the existing interstate bridge and the proposed new bridge when built. The estimated cost of constructing said new bridge is the sum of $11,000,000.00, and the estimated cost of altering or reconstructing said existing bridge is the sum of $3,000,000.00.

3. Upon the recommendation of the respective State Highway Commissions, the Legislative Assemblies of Washington and Oregon enacted, respectively, Chapter 132, Washington Laws 1953, as amended by Chapter 152, Washington Laws 1955, and Chapter 389, Oregon Laws 1953, which laws, in conjunction with other statutory powers and authorities of the Washington Toll Bridge Authority and the State Highway Commissions of each State, grant legislative authority for the construction of said proposed new bridge, including approaches thereto, the alteration or reconstruction of the existing interstate bridge, the maintenance and operation of said proposed new bridge and the existing interstate bridge, the raising of necessary funds therefor, and the imposition and collection of tolls for the use of both of said bridges, and further grant legislative authority for the parties hereto to enter into any and all such agreements with each other or with other parties as are necessary for the accomplishment of such purposes.

NOW, THEREFORE, the facts being generally as above set forth, it is mutually agreed by and between the parties hereto as follows:

1. Upon the execution of this agreement by the parties hereto, immediate plans shall be perfected, and the necessary action taken, for the accomplishment of the following purposes:

(a) The construction of a new, multi-lane draw bridge, including approaches thereto in both States, across the Columbia River between Portland, Oregon, and Vancouver, Washington, adjacent to the existing interstate bridge. Said new bridge and the approaches thereto shall be consolidated and merged with the existing interstate bridge and approaches so that both bridges shall be operated and maintained as a single toll facility.

Attached hereto and by this reference made a part hereof is a sketch map upon which is indicated the location of the proposed new bridge, including approaches thereto in both States. The southerly, or Oregon, approach to said bridge will be that portion of Highway U. S. 99 across the Columbia Valley flood plain in Oregon extending from the Denver Avenue-Union Avenue intersection which is immediately south of the Oregon Slouth bridge, to the south end of the proposed new bridge. The northerly, or Washington, approach to said bridge will be that portion of Highway U. S. 99 extending from 5th Street in Vancouver, Washington, southerly to the north end of the proposed new bridge.

(b) The alteration or reconstruction of the existing interstate bridge in such manner as to permit free and unobstructed water navigation upon the Columbia River, as well as to adequately accommodate highway traffic routed across said bridge.

(c) The maintenance and operation of both of said bridges during the period said bridges are operated as toll bridges as a single toll facility.

(d) The issuance and sale of revenue bonds for the purpose of providing sufficient funds for the design and construction, including engineering and other costs incidental to such construction, of said proposed new bridge and approaches thereto in both States and necessary rights-of-way therefor in both States, to cover the costs of altering or reconstructing the existing bridge, or so much of the cost thereof as may be apportioned to the parties hereto under said "Truman-Hobbs Act," to pay the costs and expenses incurred in connection with the issuance and sale of such bonds and to pay interest on said bonds from the date of issuance to a period ending six months after both said bridges are opened to traffic and tolls are imposed for the use thereof.

(e) The imposition and collection of toll charges for the use of both said bridges, for the purpose of creating revenue sufficient to pay the principal and interest on said bonds, and the cost of maintaining and operating both of said bridges until such time as all bonds and interest thereon issued for the construction of the said new bridge and the alteration or reconstruction of said existing bridge shall have been paid.

The above purposes shall be accomplished pursuant to the following mutual arrangements and respective obligations:

THINGS TO BE DONE BY THE STATE OF OREGON:

1. Oregon shall make all necessary engineering tests, and prepare the design and all plans and specifications for the proposed new interstate bridge, including the southerly approaches thereto and all necessary machinery, and for the alteration or reconstruction of the existing interstate bridge, and shall make estimates of the total cost of the construction of said new bridge and of the alteration or reconstruction of said existing bridge, and submit the same to the Authority for its approval. In the preparation of such design, plans and specifications, Oregon may request and utilize the services of officers or employees of Washington.

2. Upon approval of the design, plans and specifications by Washington and the Authority, and by the Secretary of the Army in the event the Secretary has issued an order, pursuant to the "Truman-Hobbs Act," requiring alteration or reconstruction of the existing bridge, Oregon shall prepare and publish calls for competitive bids for the construction of said proposed new bridge, including the southerly approaches thereto and for alteration or reconstruction of the existing bridge, and when bids have been received, opened and publicly read, submit a complete report of the same to the Authority, and to the Secretary of the Army in the event the Secretary has issued an order pursuant to the "Truman-Hobbs Act," requiring alteration or reconstruction of the existing bridge.

3. If a satisfactory bid is received and approved by Oregon and the Authority, such bid shall be accepted and contracts for the

construction of said proposed new bridge, including the southerly approaches thereto, and for the alteration or reconstruction of said existing bridge, awarded in the name of the State of Oregon, by and through its State Highway Commission, and the State of Washington, at the direction of the Washington Toll Bridge Authority; provided, however, that in the event the Secretary of the Army has issued an order requiring alteration or reconstruction of the existing bridge pursuant to the "Truman-Hobbs Act," no bid for such alteration or reconstruction of said existing bridge shall be accepted and no contract for the same awarded until the Secretary authorizes proceeding with the project and has fixed the proportionate share of such alteration or reconstruction to be borne by the parties hereto and the United States.

4. Oregon shall supervise the performance of said contracts and all details with respect to the construction of said new bridge, including southerly approaches, and the alteration or reconstruction of said existing interstate bridge.

5. Oregon shall acquire all real property required within its boundaries for rights-of-way for said proposed new bridge and approaches thereto.

6. Oregon shall in the first instance pay all costs and expenses of things required to be done by Oregon in the foregoing five paragraphs, including costs incurred prior to this agreement, but shall at appropriate and convenient intervals submit to the Authority duly verified itemized statements of such costs and expenses, and the Authority shall promptly reimburse Oregon for the total amount thereof from the proceeds of the sale of the bonds, provided, however, that the Authority

shall reimburse Oregon from any funds available from the Authority Revolving Fund of the State of Washington for any disbursements made by Oregon under Paragraph 1 of this section upon presentation of duly itemized, verified vouchers therefor. Any sums thus expended shall be repaid by the Authority to the Authority Revolving Fund from the proceeds of the sale of the bonds.

7. Oregon shall at regular periods make an estimate of the amount of work completed and of the value of such completed work performed under the contracts for the construction of the proposed new bridge, including the southerly approaches thereto, and the alteration or reconstruction of the existing bridge, and submit such estimates to the Authority. As soon as practical after the completion and acceptance of the work Oregon shall prepare the final estimate of the quantity and value of the various classes of the work performed and submit the same to the Authority. The Authority shall make such partial payments to the contractor as are required under the provisions of the contract, and after the completion and acceptance of the work and receipt of the final estimate submitted by Oregon, shall pay to the contractor the entire sum found to be due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the contract.

8. During the period when said bridges are operated as toll bridges Oregon shall be responsible for and shall perform all necessary and proper repair and maintenance work upon the main structure of said proposed new bridge and the toll plaza, and all necessary and proper repair and maintenance work upon that portion of the existing interstate bridge beginning at the south abutment of the main river structure at the north shore of Hayden Island, and extending to the north bank of the Columbia River at Vancouver, Washington. Oregon shall in the first

instance pay all costs and expenses of said necessary and proper repair and maintenance work, but shall at appropriate and convenient intervals submit to the Authority duly verified itemized statements of such costs and expenses, and the Authority shall promptly reimburse Oregon for the total amount thereof out of revenue derived from the collection of tolls and available for such purpose.

9. Oregon shall be responsible for and shall perform at its sole expense all necessary and proper repair and maintenance work upon the southerly approaches to the existing interstate bridge and upon the southerly approaches of the proposed new bridge after the same has been completed, as such approaches are shown on said attached sketch map.

THINGS TO BE DONE BY WASHINGTON:

1. Washington shall, upon request, furnish to Oregon the services of any of its officers and employees and shall in all respects cooperate with Oregon to the end that the best interest of both States shall be promoted. Any expenses incurred by Washington with respect to said services, or any other expenses incurred in the preliminary planning and engineering of said bridges, including services incurred prior to the execution of this contract, shall be paid out of any funds available in the Authority Revolving Fund upon presentation of a duly verified, itemized voucher therefor. Any sum thus expended shall be repaid by the Authority to the Authority Revolving Fund from the proceeds of the sale of the bonds.

2. Washington shall acquire all real property required within its boundaries for rights-of-way for said proposed new bridge and approaches thereto, but shall be reimbursed for the total cost thereof from proceeds of the sale of the bonds upon submission of a duly verified itemized

statement of such costs.

3. Washington has heretofore awarded contracts for the construction of the northerly approaches to the proposed new bridge in accordance with plans and specifications prepared by Washington and examined and approved by Oregon. Washington shall supervise the performance of said contracts and all details with respect to the construction of said northerly approaches. In the event the complete construction of the northerly approaches to said bridge necessitates the construction or installation of facilities or equipment in addition to that for which contracts have heretofore been awarded, Washington shall prepare plans and specifications therefor and submit the same to Oregon for approval. Upon approval of such plans and specifications Washington shall either perform such necessary additional work with its own forces or prepare and publish a call for the competitive bids for the performance of such work, and if a successful bid is received accept such bid and award the contract for the performance of such work. Washington shall supervise the performance of such contracts.

4. Washington shall, in the first instance, pay all costs and expenses of the construction of the northerly approaches to said proposed new bridge, including costs and expenses upon contracts which have been heretofore awarded and additional contracts which may be necessary as set forth above, but shall submit to the Authority duly verified itemized statements for such costs and expenses, and the Authority shall promptly reimburse Washington from the proceeds of the bond sale for the total amount thereof; provided, however, that Washington shall not claim or be entitled to reimbursement for any such costs and expenses in excess

of the total cost and expense of the southerly approaches to said proposed new bridge.

5. Washington shall be responsible for and shall perform at its sole cost all necessary and proper repair and maintenance work upon the northerly approaches to the existing interstate bridge and the northerly approaches of the proposed new bridge after the same has been completed, as such approaches are shown on said attached sketch map.

THINGS TO BE DONE BY THE WASHINGTON TOLL BRIDGE AUTHORITY:

1. The Authority shall employ a nationally recognized firm of Traffic Engineers for the purpose of making such detailed studies and reports as shall be necessary to consummate the sale of the bonds required to finance the proposed project upon the most beneficial terms that may be possible of attainment. Such reports shall be based upon traffic surveys made by said Traffic Engineers and shall include an analysis of such traffic surveys and their opinions of the probable traffic, required toll schedule, cost of operation and maintenance of the bridges, all in sufficient detail to indicate the estimated amount of revenue to be derived from the imposition and collection of toll charges for the use of said bridges. Copies of the reports of the Traffic Engineers shall be made available to all parties hereto. The cost and expense of said engineering survey and report shall be paid out of any funds available in the Authority Revolving Fund upon presentation of a duly verified, itemized voucher therefor. Any sum thus expended shall be paid by the Authority to the Authority Revolving Fund from the proceeds of the sale of the bonds.

2. The Authority shall retain a firm of recognized bond attorneys for the purpose of providing such legal advice as may be required relative to the issuance and sale of the bonds. Such legal services would include but not necessarily be limited to examination as to the validity of the legislation authorizing the proposed project, collaboration with the Authority in drawing a resolution or trust indenture, to be approved by Oregon, setting up the covenants between the Authority and its bond holders, and an opinion to be rendered at the time of delivery of the bonds and payment therefor, approving the validity of the bonds and all proceedings relating to their issuance, and providing the purchasers of the bonds with an opinion acceptable to them as to the tax exempt status of the interest on the bonds. The entire cost and expense of said legal services shall be paid out of the proceeds of the bond sale.

3. The Authority shall prepare and publish a call for competitive bids for the sale of bonds, to be approved by Oregon, in such amounts so as to provide funds with which to pay all costs of the design and construction of the proposed new bridge including approaches thereto in both States, and the alteration or reconstruction of the existing interstate bridge, or so much of the cost thereof as may be apportioned to the parties hereto under the "Truman-Hobbs Act," in the event the Secretary of the Army issues an order requiring alteration of said existing bridge pursuant to said Act, including but not being limited to rights-of-way and engineering surveys, expenses incident to the issuance of the bonds, which shall include, but shall not be limited to legal fees, costs of printing, authentication and delivery of the bonds, and to pay interest upon the principal sum during the period beginning

with the date of issue of the bonds and ending at the expiration of six months after both said bridges are opened to traffic and tolls imposed for the use thereof. Proceeds derived from the sale of said bonds shall be disbursed by the Authority.

4. If a bid satisfactory to Oregon and the Authority is received, the Authority shall accept such bid, and proceed to issue and sell said bonds in the name of and as the sole obligation of the Washington Toll Bridge Authority.

5. From and after the date upon which the proposed new bridge is completed and opened to travel and toll charges are imposed for the use of said new bridge and the existing bridge, the Authority shall assume and shall have complete responsibility for the operation of both bridges as a single toll facility, except as to repair and maintenance, provision for which is made elsewhere in this agreement. The Authority shall have full power to employ any and all personnel required for the efficient and economical operation of said bridge as a single toll facility.

6. The Authority shall collect all toll charges imposed for the use of both of said bridges and shall disburse revenues so derived for the redemption of outstanding bonds and for the payment of interest on such bonds and as otherwise provided under the terms and conditions of the sale of such bonds. Any remaining funds derived from said tolls may be allocated and used for such other purposes incidental to the construction of the proposed new bridge, the alteration or reconstruction of the existing bridge, and the operation and maintenance of both of said bridges as the Authority deems appropriate and necessary; provided, however, that the maximum possible amount of revenue derived from toll

charges shall be used for the redemption of outstanding bonds so that all bonds may be retired and said bridges operated free of tolls at the earliest possible date. The classification and amounts of tolls to be charged and collected from users of said toll facility and the time or times when the same shall be first imposed shall be determined by agreement between the parties hereto; provided, however, that the tolls in no event shall be in an amount less than necessary to pay the principal and interest upon the bonds, costs of maintenance and operation of the new and existing bridges and toll plaza and other costs incidental thereto, and to provide such debt service coverage and reserves that may be necessary for the bonds. In case of disagreement between the parties as to the amount required for such purposes, the determination of the Toll Bridge Authority as to the minimum amounts required for such purposes shall be final.

7. All funds derived from the sale of bonds and the collection of tolls which are not necessary or required for immediate disbursement, as provided herein, may be invested by the Authority in short term United States Government securities so that a reasonable return may be realized from such funds. All earnings derived from such investments shall be used for the same purposes for which revenues derived from tolls may be used.

8. Upon the submission to it by Oregon of duly verified itemized statements of costs and expenses as set forth in paragraphs 6 and 8 under THINGS TO BE DONE BY OREGON, the Authority shall promptly reimburse Oregon for the total amount of each such itemized statement.

9. Upon the submission to it by Oregon of the estimates provided for in paragraph 7 under THINGS TO BE DONE BY OREGON, the

Authority shall promptly pay the amounts due to the contractor for the work performed in constructing said proposed new bridge and altering or reconstructing said existing bridge, pursuant to the contracts therefor.

10. Upon submission to it by Washington of the duly verified itemized statements of the cost of real property, as provided in paragraph 2 under THINGS TO BE DONE BY WASHINGTON, the Authority shall promptly reimburse Washington for the total amount of such itemized statement.

11. Upon submission to it by Washington of duly verified itemized statements of costs and expenses as set forth in paragraph 4 under THINGS TO BE DONE BY WASHINGTON, the Authority shall promptly reimburse Washington for the total amount of such itemized statement.

12. The Authority shall provide for the issuance and sale of revenue bonds payable solely from the revenue derived from the imposition and collection of tolls upon both bridges as a single toll facility. Such bonds shall be in a total principal amount sufficient to provide funds to pay the cost of the design and construction of the proposed new bridge, including the construction of the approaches thereto in both States and the cost of acquisition of rights-of-way therefor, the costs of altering or reconstructing the existing bridge or so much of the cost thereof as may be apportioned to the parties hereto under the "Truman-Hobbs Act," the expenses incident to the issuance of such bonds including the payment of interest for a period beginning with the date of issuance thereof and ending at the expiration of six months after tolls are first imposed and a reasonable amount for working capital and prepaid insurance. The form, terms, conditions, covenants, negotiability,

denominations and maturity date or dates of such bonds, the creation of special funds or accounts safeguarding and providing for the payment of the principal thereof and interest thereon, and the manner of redemption and retirement of the same, shall be governed by the provisions of Chapter 47.56 RCW. With respect to the above items that are not specifically provided for in Chapter 47.56, the same shall be finally determined as agreed upon between the parties hereto.

GENERAL PROVISIONS:

1. The classification and amounts of tolls to be charged and collected from users of said toll facility and the time or times when the same shall be first imposed shall be determined by agreement between the parties hereto; provided, however, that the tolls in no event shall be in an amount less than necessary to pay the principal and interest upon the bonds, costs of maintenance and operation of the new and existing bridges and toll plaza and other costs incidental thereto, and to provide such debt service coverage and reserves that may be necessary for the bonds. In case of disagreement between the parties as to the amount required for such purposes, the determination of the Toll Bridge Authority as to the minimum amounts required for such purposes shall be final.

2. As soon as all bonds and interest thereon issued for the construction of said new bridge and the alteration or reconstruction of said existing bridge have been paid, toll charges for the use of both said bridges shall be removed and both said bridges shall thereafter be operated as free bridges. The parties hereto hereby mutually pledge their complete cooperation, to the end that all bonds may be retired and said

bridges operated free of tolls at the earliest possible date.

3. That certain agreement by and between the State of Oregon, by its State Highway Commission, and the State of Washington, by its State Highway Committee, dated January 29, 1929, relating to the maintenance and operation of the existing interstate bridge, shall remain in full force and effect until such time as the proposed new bridge is opened for public travel and the Authority assumes its duties of operation of both said bridges as provided herein. Said contract shall as of that date be deemed revoked by mutual consent and of no further force or effect.

4. Not later than six months prior to the time when said bonds and interest thereon issued for the construction of said new bridge shall be fully paid, Washington and Oregon shall enter into an agreement providing for the operation, maintenance and repair of both said bridges. In the event circumstances prevent the execution of such agreement both said bridges shall be operated, maintained and repaired according to the terms and conditions set forth in that certain agreement by and between the State of Oregon, by its State Highway Commission, and the State of Washington, by its State Highway Committee, dated January 29, 1929, relating to the maintenance and operation of the existing interstate bridge.

5. In the construction of said proposed new bridge, and alteration or reconstruction of the existing bridge, and the use, maintenance and operation of both said bridges, due regard shall be given to all applicable State and Federal statutes, and to all rules, regulations and requirements of the United States or its agencies.

6. The parties hereto recognize the need of reconstructing the existing bridge to give greater horizontal and vertical clearances in order to prevent delays to both highway and water traffic. The Federal Government has required the states to go to a great deal of additional expense in the building of the new bridge to afford better horizontal and vertical clearances to river craft, which requires highway traffic to operate over ascending and descending grades, and the benefits to both types of traffic by fewer bridge openings will be nullified if the existing bridge is not altered or reconstructed. Therefore, each party pledges its full cooperation toward securing federal assistance and participation under the "Truman-Hobbs Act," but, in the event that such federal assistance and participation is not obtained, will proceed to reconstruct the present bridge to the same standards as proposed for the new bridge, with funds derived from the sale of bonds as provided herein.

IN WITNESS WHEREOF, the parties hereto have subscribed their names and affixed their seals as of the day and year first above written.

ATTEST:

/s/ H. B. GLAISYER
~~Assistant~~ Secretary

APPROVED:

/s/ R. H. BALDOCK
State Highway Engineer

APPROVED AS TO FORM:

/s/ ROBERT L. MAY, JR.
Asst. Chief Counsel

STATE OF OREGON, by and through its
State Highway Commission

/s/ BEN R. CHANDLER
Chairman

/s/ CHAS. H. REYNOLDS
Commissioner

/s/ M. K. McIVER
Commissioner

ATTEST:

/s/ LORENZ GOETZ
Secretary

APPROVED:

/s/ W. A. BUGGE
Director of Highways

STATE OF WASHINGTON, by and through its State Highway Commission

/s/ R. A. MOISIO
Chairman

/s/ E. C. HUNTLEY
Commissioner

/s/ O. E. STONE
Commissioner

/s/ R. E. HENSEL
Commissioner

ATTEST:

/s/ D. B. HEDGES
Secretary

APPROVED AS TO FORM:

/s/ PAUL SINNITT
Assistant Attorney General

WASHINGTON TOLL BRIDGE AUTHORITY

____
Chairman

/s/ H. D. VAN EATON
Member

/s/ CLIFF YELLE (Acting Chairman)
Member

/s/ RALPH DAVIS

/s/ R. A. MOISIO

RLM/mlk
4/26/55

20

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

CORPS OF ENGINEERS, U.S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

NPPVL

December 1, 1955

REFER TO FILE
NO

Mr. R. H. Baldock
Chief Engineer
Oregon State Highway Department
State Office Building
Salem, Oregon

RE: Alteration of Interstate Bridge across
Columbia River, Portland, Oregon, to
Vancouver, Washington

Order
Nov. 15 [illegible]

Dear Sir:

You are advised that with respect to subject-captioned bridge, this office is now in receipt of the determination by the Secretary of the Army that the existing Interstate Bridge is unreasonably obstructive to navigation and should be altered to correspond with approved plans of the new parallel bridge.

Approval has also been granted for acceptance of the offer by the Washington State Department of Highways and the Oregon State Highway Department to contribute 50 percent of the costs of such alteration exclusive of salvage and expired service life values.

Before personal service of the Secretary's formal order is made upon each commission, it is required that this office be in receipt of satisfactory formal assurances by the commission of its intent and ability to include in the apportionment provided by Section 6 of the Act of Congress of June 21, 1940, as amended (Truman-Hobbs Act), an additional sum, under the last proviso of said section, sufficient to make the share of the two state highway departments 50 percent of the total cost to be apportioned. It is requested that these assurances be furnished as soon as practicable.

Your attention is invited to Section 4 of the above-referenced Act which requires submission of general plans and specifications within 90 days after service of the order. Although this requirement of law cannot be waived the Department of the Army is prepared to accept for review such plans and specifications as can be prepared and submitted within the 90-day period in compliance with the law, to be supplemented as soon as practicable by such additional plans as may be necessary for final approval.

You should also take cognizance of the requirements of Section 5 of the Truman-Hobbs Act which requires taking of bids in such manner as the Secretary of the Army may prescribe within 90 days after his approval of plans and specifications.

In the event the two state highway commissions desire to make a joint submission of the formal assurances required, this office cannot see any objection to such procedure.

Please feel free to call upon this office for further assistance or information at any time.

Very truly yours,

David S Parker

DAVID S. PARKER
Colonel, Corps of Engineers
Acting District Engineer

RECEIVED
DEC 2 1955
OFFICE OF
STATE HIGHWAY ENGINEER

NOTICE TO ALTER BRIDGE
DEPARTMENT OF THE ARMY
WASHINGTON, D. C.

NOV 16 1955 1955

TO: The Washington State Highway Commission
Olympia, Washington

and

The Oregon State Highway Department
Salem, Oregon

TAKE NOTICE THAT:

WHEREAS the Secretary of the Army has good reason to believe and does believe that the Interstate Highway bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington, is an unreasonable obstruction to the free navigation of the said Columbia River (a navigable waterway of the United States) due to hazards to navigation and insufficient horizontal and vertical clearances through the fixed spans of said bridge; and

WHEREAS the said bridge is jointly owned by the State Highway Departments of Oregon and Washington; and

WHEREAS a public hearing was held at Portland, Oregon, on 20 June 1955 in conformity with the provisions of Section 3 of the Act of Congress of 21 June 1940, as amended (33 U. S. C. 511-523), upon due notice given the Highway Departments of the States of Oregon and Washington and all other interested parties; and

WHEREAS the testimony adduced and the facts presented at said hearing have been duly considered by the Secretary of the Army and the Chief of Engineers; and

WHEREAS the following changes in said bridge have been recommended by the Chief of Engineers as necessary to render navigation through or under the bridge reasonably free, easy and unobstructed, to-wit:

> Provide navigation clearances equal in all respects to those to be provided in the parallel bridge under the plans approved by the Department on 18 June 1954.

NOW THEREFORE, In obedience to and by virtue of the provisions of Section 3 of the Act of Congress of 21 June 1940, as amended, supra, the Secretary of the Army, having first given the parties full opportunity to offer evidence and be heard, as required by that Section does hereby order the State Highway Departments of Oregon and Washington to make alterations in said bridge as described above.

Wilber M. Brucker

Wilber M. Brucker
Secretary of the Army

ACKNOWLEDGMENT OF SERVICE

I, H. B. GLAISYER, as Secretary of the Oregon State Highway Commission, hereby acknowledge receipt of the original draft of the order of the Secretary of the Army, dated November 16, 1955, regarding alterations to the Interstate Bridge on the Columbia River between Portland, Oregon and Vancouver, Washington, which he has determined to be obstructive to navigation, and do accept service of said order this 10th day of January, 1956, on behalf of the State of Oregon, at the State Office Building, Salem, Oregon.

(SEAL OF COMMISSION)

HBGlaisyer
Secretary

NOTED
State Highway Engineer

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NOTED
State Highway Engineer

CLASS OF SERVICE
This is a fast message unless its deferred character is indicated by the proper symbol.

WESTERN UNION

TELEGRAM (38).

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS
DL=Day Letter
NL=Night Letter
LT=International Letter Telegram

The filing time shown in the date line on domestic telegrams is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

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R H BALDOCK STATE HWY ENGR =

ORE STATE HWY COM SALEM ORG=

FROM ENGWO 581 PD RETELCON 29 SEPT GENERAL ITSCHNER RECOMMENDATION ON ALTERATION INTERSTATE BRIDGE COLUMBIA RIVER PORTLAND FORWARDED TO SECRETARY OF ARMY AND ADVISE OF HIS ACTION CAN BE EXPECTED IN NEAR FUTURE=

LTCOL STURGIS CHIEF OF ENGINEERS WASHDC=

Paxson
by State Highway Engineer

NOTED
G. S. PAXSON

581 29=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

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Salem, Oregon
July 15, 1955

Memorandum to files:

The following information was given to Mr. Beattie of the Bethlehem Pacific Coast Steel Corporation showing the contract prices for structural steel on the Columbia River Interstate Bridge when it was built.

INTERSTATE BRIDGE - STEEL PRICES

Trusses:	
Manufacture and delivery	0.0259
Erection and painting	0.0055
	0.0314
Towers:	
Manufacture and delivery	0.0343
Erection and painting	0.0090
	0.0433
Oregon Slough girders	
Manufacture and delivery	0.0255
Erect and paint	0.0055
	0.0310

G. S. Paxson

GSP:gm

cc Mr. P. M. Stephenson

NOTED
G. S. PAXSON

EDITH GREEN
3RD DISTRICT, OREGON

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COMMITTEES:
EDUCATION AND LABOR
INTERIOR AND INSULAR AFFAIRS

TELEPHONE:
NATIONAL 8-3120
EXTENSION 758

Congreſs of the United States
House of Representatives
Washington, D. C.

July 6, 1955

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

I have your letter of the 1st and today am writing to Brigadier General Itschner, Assistant to the Chief of Engineers, a letter similar to the one I wrote on June 28 to Colonel Foote, the Divisional Engineer in Portland.

Sincerely,

Edith Green
Edith Green

EG:PWH

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[illegible]

REFERRED TO
Mr. Paxson
By State Highway Engineer

NOTED
R. S. PAXSON

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July 1, 1955

AIR MAIL

Honorable Edith Green
Member of Congress
House Office Building
Washington, D. C.

Dear Mrs. Green:

Thank you very much for your efforts to get the Federal Government to pay at least half the cost of the remodeling of the Interstate Bridge. I would also suggest that you contact Brigadier General Itschner, Assistant to the Chief of Engineers, Washington, D. C.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

REEN
RICT, OREGON

COMMITTEES:
EDUCATION AND LABOR
INTERIOR AND INSULAR AFFAIRS

TELEPHONE:
NATIONAL 8-3120
EXTENSION 758

Congress of the United States
House of Representatives
Washington, D. C.

June 28, 1955

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

I want to acknowledge the receipt of your letters and the additional information you provided in respect to the request for the remodeling of the Interstate Bridge.

Congressman Mack of Washington and I have been working closely together on the matter and have both forwarded letters to the Division Engineer in Portland urging favorable action on the request.

Please let me know if there is any further appropriate action which you feel I should take on the matter at this time.

A copy of my letter to Colonel Foote is enclosed.

Sincerely,

Edith Green
Edith Green

EG:PWH
Enc.

RECEIVED
JUN [illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

EEN
CT, OREGON

COMMITTEE ON
EDUCATION AND LABOR

Congreſs of the United States
House of Representatives
Washington, D. C.

June 28, 1955

Colonel L. H. Foote
Divisional Engineer
U. S. Army Engineers
210 Custom House
Portland 9, Oregon

Dear Colonel Foote:

The Oregon State Highway Engineer, Mr. R. H. Baldock, has informed me that at the hearing in Portland on June 20, a request was made by the navigation interests on the Columbia River and the Highway Departments of Oregon and Washington for the remodeling of the existing Interstate Bridge spanning the Columbia River between Portland and Vancouver. The reconstruction would conform with the design approved by the Corps of Engineers for the new bridge which is to be parallel and adjacent to the present structure.

The permit for the new structure was given June 18, 1954, but no provision was made for the needed changes in the present structure. The new bridge will be higher in the mid-section and with a longer span, so that about ninety per cent of the movements of river craft can be made without the use of the lift span. Unless the present structure is remodeled to conform, no benefits accrue to either navigation or highway traffic.

The States of Oregon and Washington have offered to pay half the cost of remodeling the present bridge, the Federal Government to pay the other half, provided the work is done now. The work would be performed under the Truman-Hobbs Act.

I urge favorable action on this request.

Sincerely,

EG:FWH

Edith Green

RECEIVED
JUL 5 - 1955
FOR R

COLUMBIA BASIN RIVER OPERATORS

1100 JACKSON TOWER
PORTLAND 5, OREGON
TELEPHONE ATWATER 4559

NOTED

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In the Matter of the Protest
of
the COLUMBIA BASIN RIVER OPERATORS against the existing Interstate Bridge across the Columbia River at Vancouver, Washington as an obstruction to navigation

RE: NPP 800.6
(Columbia Riv. - Bridges) - 6

STATEMENT OF COLUMBIA BASIN RIVER OPERATORS IN PROTEST AGAINST EXISTING INTERSTATE BRIDGE AS OBSTRUCTION TO NAVIGATION AND REQUESTING MODIFICATION AND ALTERATION THEREOF

The Columbia Basin River Operators is a non-profit Oregon corporation composed of sixteen towboat and barge companies whose operation and certification by the Interstate Commerce Commission extend over various navigable waters of the Columbia River and its tributaries, particularly including the Vancouver area of the Columbia River where the construction of a new bridge has been authorized parallel to and a short distance downstream from the existing "Interstate Bridge" against which this protest is specifically directed. These members are:

Arrow Tug & Barge Co.
Atlas Tug Service
Diesel Towing Co.
Hallett Towing Co.
Harbor Towing Co.
Knappton Towboat Co.
The Mirene Co.
Ramona Towboat Co.
Shaver Transportation Co.
Shepard Towing Co.
C. T. Smith & Son, Inc.
Wilbur J. Smith
Western Transportation Co.
Westport Towboat Co.
Willamette Tug & Barge Co.
Inland Navigation Co.

On November 19, 1953 and March 17, 1954, hearings were conducted by the District Engineer on the subject of a proposed location and plans for the new bridge at which time this organization submitted a written statement, testimony of various witnesses and introduced exhibits into the record. A portion of the material submitted related to the obstructive features of the existing bridge particularly in the light of the construction of the new and proposed bridge.

As a result of these hearings and the investigation conducted by the District Engineer, the proposed plans of the new bridge were modified to increase the elevation of certain spans of the bridge to permit vessels to pass under the bridge during the great majority of the year without the necessity of opening the lift span. These modified plans were subsequently approved by the Chief of Engineers on the 17th day of June, 1954. Neither the recommendations of the District Engineer nor the permit and approval of the Chief of Engineers covered the alteration and reconstruction of the existing bridge to conform to the pattern and style of the new bridge. Therefore, as matters now stand, the new bridge will permit the passage of vessels in most instances without the necessity of opening the lift span but this advantage is completely nullified by reason of the failure to take any affirmative action toward alteration and reconstruction of the existing bridge to make it conform to the increased vertical and horizontal clearances of the new bridge. This statement is therefore directed to pointing out and emphasizing the obstructive features of the existing bridge and the cogent and compelling reasons why this organization and its respective members feel that the existing bridge must be altered to conform to the new bridge.

Accidents at the Bridge

The Congressional intent with respect to obstruction of navigable waterways by bridges is clearly set forth in the statute governing such works. (33 U.S.C.A. 494). This statute reads in part as follows:

> "No bridge erected or maintained under the provisions of this chapter....shall at any time unreasonably obstruct the free navigation of the water over which it is constructed, and if any bridge erected in accordance with the provisions of this chapter....shall, in the opinion of the Secretary of the Army, at any time unreasonably obstruct such navigation, either on account of insufficient height, width of span, or otherwise, or if there be difficulty in passing the draw opening or the drawspan of such bridge by rafts, steamboats or other water craft, it shall be the duty of the Secretary of the Army, after giving the parties interested reasonable opportunity to be heard, to notify the persons owning or controlling such bridge to so alter the same as to render navigation through or under it reasonably free, easy and unobstructed, stating in such notice the changes required to be made and prescribing in each case a reasonable time in which to make such changes." (Emphasis supplied).

Keeping the above requirements in mind, listed in Exhibit "A" will be found summaries of incidents recorded in the records of the Oregon State Highway Department during the last thirteen years. This list is by no means complete and for the most part constitutes gratuitous observations by the bridge tender which he ordinarily is not required to enter in his log as a matter of record.

The physical characteristics of the old bridge are such that it is little short of amazing that the accidents which have occurred heretofore have been relatively minor in nature. This cannot be expected to continue indefinitely. In fact, if it were not for the caution and skill of the operators and the fact that they incur extra expense in putting on additional tugs when large tows and log rafts are moved through the lift span, the casualty rate would be really alarming. At the same time, it could scarcely be said that navigation through the old bridge is "free, easy and unobstructed" as required by the Federal statute particularly when the obsolete features of the old bridge result in additional expense of many thousands of dollars each year to the towboat operators.

Delays in Opening Lift

The danger involved in a failure of the lift span to open promptly after signal cannot be over-emphasized. Tows and vessels moving downstream, especially in periods of high water, cannot be stopped with the facility of an automobile. The momentum of a large vessel, be it tug, barge or ship, proceeding under its own power and aided by a relatively fast current, is a force which is difficult to control and extremely dangerous when uncontrolled. The Columbia River Pilots are free, for example, in expressing the opinion that any unexpected delay in opening (or failure in opening) the lift span when a large ship is being moved downstream through the bridge during high water would almost invariably be fatal. Presumably, the anchors of the ship could be dropped but it is problematical that the ship could be stopped and turned about in time to avoid crashing into the bridge.

Yet, since 1941, over 41 delays or failure in opening the lift span have occurred. These statistics, found in the records of the Oregon State Highway Department, are as follows:

ACCIDENTS RESULTING IN DELAYS TO RIVER TRAFFIC

INTERSTATE BRIDGE

	1941-1945	1946-1950	1951-1955	Total
1. Electrical Equipment Failure Blown Fuse - Ice on Bus Bars, etc.	1	5	5	11
2. Power failure	1	2	3	6
3. Unable to hear signal - strong wind, weak whistle	1	6	1	8
4. Traffic jam on bridge - troop convoy, 5 o'clock rush	5	1		6
5. Wrecks or stalled cars on bridge	1	3	4	8
6. Pier collision by tow or log raft in fog	2	—	—	2
TOTALS	11	17	13	41

TIME (Bridge operators log does not record length of delay in all instances.):

1. Delays run from 1 to 20 minutes. On November 30, 1952, Interlock Switch failed and resulted in delay of 75 minutes.
2. 4 failures averaged 6 minutes; 1 was 21 minutes; 1 was 70 minutes.
3. Delays run from 1 to 10 minutes.
4. Delays all short, 1 to 5 minutes
5. Delays from 5 to 10 minutes.
6. Delays 10 to 16 minutes.

An unexpected failure of the lift span to open is probably the second single hazard faced by operators on the Columbia River in passing through this old bridge. The greatest hazard, of course, is a jamming of the lift span as it is being raised. In this situation, the master of the vessel must proceed under the assumption that the lift span will be raised high enough to permit his vessel to pass under by the time it reaches the opening. Should the lift span stick or "freeze" before being raised high enough, there is seldom, if ever, sufficient time left for the vessel to be turned about or stopped.

The possibility of serious accident at the lift span can be appreciably lessened only by reducing the frequency of lift span openings. This appears feasible insofar as the old bridge is concerned only by modifying it to conform to the increased vertical and horizontal clearances of the new bridge.

The old bridge which is the subject of this protest was constructed in 1917, over thirty-seven years ago, and was designed to accommodate the occasional "steamboat" traffic which sporadically passed the point of the bridge. In 1920 only 254,211 tons of shipping moved through or under the bridge. By 1935 this had jumped to 860,913 tons and by 1952 to 3,076,282. The first five months of 1955 showed an increase in tonnage moving through or under the bridge of approximately 20% over that moved in the comparative five months of 1952 which until this year has been the all-time high.

Specific Factors Complicating Navigation

This antiquated relic of a horse and buggy era has a lift span located only 272 feet from the Washington shore and less than 50 feet from the Port of Vancouver harbor line. The lift span has a horizontal clearance of only 262 feet. Operating personnel of members of this organization insist that a very definite "set" exists in the current at this point which renders navigation of the lift span opening perilous to say the least. This "set" requires the application of a certain amount of rudder to keep the vessel on a straight course. Obviously, the amount of rudder required to line up the tug and tow varies with the height of water, speed of the current, wind conditions and other imponderable factors which render a passage through the lift span opening extremely ticklish even under the best of conditions.

It is not generally appreciated that the current of the Columbia River at this point ranges from approximately 1.5 miles per hour during low water to approximately 4 miles per hour during freshets. Large cumbersome tows and log rafts proceeding downstream during periods of high water must exceed the speed of the current to maintain steerageway. As a result, during such periods watercraft generally must approach the lift span opening at a speed in excess of approximately 8-10 miles per hour. On large tows and log rafts more than one tug is an absolute necessity. This greatly increases the costs of operation. Members of this organization engaged principally in log raft towing state that until the late 1940's rafts were repeatedly broken up on the piers of the old bridge until experience let to putting on additional tugs to keep the after end of the rafts in line with the span openings. Since this time, fewer broken rafts have been reported but the additional expense to the towboat companies involved totals thousands of dollars over the past decade.

The first formal protest against the old bridge as a menace to navigation occurred during the hearing on the application for approval of the new bridge. However, the records of the Oregon State Highway Department show that in the ten year period from 1936 to 1946, six specific protests were made to the Highway Department due to the failure of the lift span to open. In all fairness it would appear that the operators themselves perhaps were at least partially to blame for some of these incidents but the presentation of the valid complaints indicates that the operators have a cause for alarm. The failure, until 1954, to file an official protest against the bridge itself as a menace to navigation was dictated by a number of considerations such as the depression during the 1930's, World War II, and the realization of this organization that the people of the Portland-Vancouver area are wholly dependent upon the bridge.

To sample general opinion among the personnel of the member companies of this organization as to the old bridge, the respective managers of a number of member companies asked the masters of their vessels to comment on the bridge. Numerous replies were received and almost without exception each master considered the bridge a hazard to navigation. Copies of these letters are being introduced at this hearing, but pertinent excerpts from a number of the original letters are quoted herewith:

"The existing draw span is a menace to navigation.*** If there is any cross wind it is a real good trick to get through without a lot of trouble. If you should meet another tug boat coming upstream with a tow you are really in trouble.***** If there was a higher and wider span in the middle of the river, high enough to clear in extreme high water, it would make navigation much safer and probably prevent serious accidents, that might happen because of the restricted room of the existing spans."

Robert Streicher
Captain, Tug "MIRENE"

"Narrow low spans of the bridge are a towboatman's nightmare. That is the only way to describe the bridge at Vancouver, a nightmare.***"

Jack Morgan
Master, Tug "HAZEL S"

"The spans are too close together and if you use the draw span in any current it is almost impossible to get thru without a tail boat.*** I have only named a few of the hazards.***"

Captain H. Vowell
Master, Tug "LINDA K"

"I hear that the new bridge is to be built with the draw span immediately below the old one and it is also going to have high vertical clearance on the fixed spans to the Oregon side of the draw. This will be fine but what is the use of building a new bridge with the addition of high level clearance unless the old one is also changed to conform. My boat the PETER W with the pilot house 40 feet above water will be forced to use the draw span year round."

Kermit G. Smithe
Relief Captain, "PETER W"

"Last year when I was operating the Tug CHIEF I blew a signal to open the bridge when abreast of the Vancouver Shipyard and received a confirming signal to proceed, for some reason due to mechanical difficulty the bridge did not open until I was almost abreast of the Coast Guard dock immediately above, which you can agree is getting pretty close.**** It seems to me there is no value in building the new bridge with clearance unless the same thing is done to the old bridge. We will still have to go through the draw and combat the hazards mentioned above. In addition, our boat and highway traffic are both going to be slowed down.**"

John Nisson
Relief Captain, Tug "GEORGE BIRNIE"

"I have navigated the Interstate Bridge for the past ten years without accident of any kind, but have only avoided such accident by exercising extreme caution. At times I had to use drastic emergency measures, such as flank speed with hard over rudder, to keep the vessel from setting into the Vancouver dock. As any boatman knows, once this maneuver is attempted it must be carried out in full, there is no turning back.**** The building of the proposed new bridge without altering the present one to conform, increases rather than decreases the hazards. If only the old bridge could be altered to conform to the new one with high level spans to the south of the draw then my vessel could navigate almost year around without opening the draw. This would reduce the hazards mentioned above to a minimum."

Jack Fowlis
Master, Tug "GEORGE BIRNIE"

"You can no doubt recall how many times we have had to reduce our tows in order to safely navigate through this bridge. The cost over the years would amount to many hours.*** I recall our Steamer LANG striking the Washington side pier with a 3 barge tow about 1936 when the bridge lift did not open in time due to mechanical difficulty. I also remember the Steamer HUSTLER about 1930 in trying to avoid collision when the draw did not open, let go of her tow above the Interstate Bridge in order to save the boat. One of her barges went on to collide with the stone pier on the railroad bridge below.***"

A. Cejka
Captain, STEAMER "JEAN"

These letters, beyond any doubt, reflect the opinion of all of the vessel personnel and sum up fairly well the reasons why the old Interstate Bridge presents undue hazards to navigation.

It should not be forgotten that this region is particularly plagued by poor weather and low visibility during the fall and winter months of October through February. In fact, statistics of the U. S. Weather Bureau show that visibility in the vicinity of the Interstate Bridge is so poor for an average of about 111 hours during this period that vessels cannot and do not pass through or under the bridge with its restricted horizontal clearances. Statistics of the Corps of Engineers show that approximately 1.4 vessels per hour (exclusive of recreational and fishing craft) pass under or through the old bridge. (Most of these navigate under the bridge during the five winter months rather than through the lift span because low water permits a greater vertical clearance). It is simple arithmetic that during this period alone 155 vessels are delayed or totally prevented from passing through or under the old bridge because of limited visibility coupled with the restricted horizontal clearance between spans. Obviously, if the old bridge were reconstructed to conform to the new bridge with its higher level and 530 foot span, the majority of these otherwise fog-bound vessels could proceed under the bridge through the extra wide span in comparative safety during these winter months.

Increase in Size of Equipment

This organization feels that to construct a new bridge with increased vertical and horizontal clearances without modifying the old bridge to conform would be ignoring reality. Statistics of the Corps of Engineers show conclusively that water-borne traffic on the Columbia River is increasing steadily at a relatively constant rate as dams are progressively being completed on the Columbia. The statistics do not show, however, another factor which renders the old bridge even more obsolete and that is the tremendous increase in the size of equipment being used today as compared with 1917, not to mention the obvious trend toward even larger equipment.

For example, in 1920 the largest oil barge on the river had only a 3,000 barrel capacity and only one or two barges at the most could be towed against the current with the light equipment then in use. By 1930 the size of these oil barges had increased to 5,500 barrels and the towing equipment was commensurately larger. By 1950, three or four barges of 7,500 barrel capacity were being towed at one time by tugs with as high as 3600 horsepower.

Originally, only one 500 ton hogged fuel barge was ever passed through the lift span. Today, elementary economics of business require that at least three or four of these barges be towed simultaneously. The "sail" area of these barges is such that operators refuse to dispatch more than one or two empty barges through the lift span at any one time and then only the highest powered towing equipment can be used.

On the Upper Columbia and Snake Rivers, the first petroleum barges in use were those of 100,000 gallon capacity. Present day barges are of 300,000 gallon capacity and are limited only by the smallest lock of the Celilo Canal which is only 45 feet wide and 7.8 feet of water over the sill. When The Dalles Dam is completed with its lock of 86 by 675 feet and a minimum depth of water of 14 feet these barges will be obsolete and will be replaced by much larger equipment.

Increase in River Traffic

The Corps of Engineers' "308 Report" estimated the projected figures for water-borne commerce when the upper river dams and developments are completed as being in excess of 7,000,000 tons river traffic and 1,100,000 tons ocean traffic. These projected figures did not take into consideration a recent development in through ocean barging which already has been responsible for increases in tonnages in excess of those estimated for this period. Starting in November, 1952 ammunition has been and is now being barged in one through movement from the Pacific Ocean to immediately downriver from McNary Dam at Umatilla, Oregon. Fertilizers are today being barged all the way to Pasco, Washington, in a special barge over 190 feet long, 34 feet wide and 11 feet in depth. (In this connection, it is necessary today to open the lift span to permit the passage of this barge and towing equipment. If the old bridge is modified to conform to the new bridge with its increased horizontal and vertical clearances in the vast majority of instances this equipment could proceed under the bridge rather than through the span).

These projected figures are not mere conjecture. In almost every instance, events have proved that the estimates of the past have been on the low rather than the high side. Operators on the Columbia River insist that, assuming completion of The Dalles Dam on schedule, we shall soon see tandem tows containing more than six or seven barges being towed at one time.

As a case in point, only the most arduous efforts on the part of navigation interests resulted in the relatively large-sized lock at Bonneville Dam. The growth in traffic and size of equipment is confidently expected to make even this lock antiquated in very few years. It is significant that the locks at The Dalles Dam (under construction) and McNary Dam (recently completed) were made considerably larger than the lock at Bonneville Dam.

Construction of fixtures in the river must be accomplished not only in the light of today's needs but those reasonably foreseeable in the future. Only in this way can unnecessary expense and inconvenience to the public and all forms of transportation be avoided.

Economic Factors of Importance

The economic importance of the Columbia River Basin is not generally appreciated nor is the salient fact that the Columbia River is the artery through which the lifeblood of the entire Basin passes. Whether it be water transportation of bulk commodities or water level rail and truck transportation made possible because of the valley created by the erosion of the Columbia River through the centuries, the Columbia River is the key to economic progress.

The vast potential of the Columbia River Basin is scarcely appreciated until it is recognized a mere dozen of the Inland Empire counties now produce approximately 17% of the nations wheat, 80% of its dry peas, 30% to 40% of the national output of apples, 40% of the pears, 20% of the sugar beets, and about 15% of all the potatoes sold each year through the country. Cheap hydroelectric power has been a boon to the industrial growth of the entire region. Water-compelled freight rates due to the competition of low-cost water transportation have saved the region millions of dollars in freight in the past and will save many millions more in years to come.

The population of the interior which is watered by, and is tributory to, the Columbia River is growing by leaps and bounds. In the Columbia Basin Irrigation Project alone, the population is expected to increase by 300% by 1970 while expenditures by farmers in the area are expected to increase by 800%.

To date, the Federal government has expended in excess of $136,000,000 in river and channel improvements on the Columbia and Snake Rivers. Future Federal expenditures for navigation improvements alone which have already been authorized although not wholly appropriated are estimated as being in excess of $119,045,000.

Local port districts in the area, of which there are in excess of thirty-five, have spent many millions of dollars of local money in improving their harbors and facilities for maritime commerce. The biggest single justification for these expenditures is the continued expansion and development of free, easy and unobstructed navigation on the Columbia River. To leave the old bridge in its present obsolete state would be to jeopardize and restrict the benefits to be derived by the people from the above expenditures.

* * * * * *

This organization must, in the interests of accuracy, also point out that the concurrence of its members with the plans of the new bridge which were finally approved was expressly based upon an understanding and belief that the old bridge would be modified to conform to the increased vertical and horizontal clearances of the new bridge. Many conferences were held last year and early in 1955 with the various interests affected by the construction of the new bridge and rightly or wrongly, the members of this organization understood that the old bridge would definitely be modified to conform to the new bridge. The present authorization for the new bridge not only provides no relief whatever from the existing obstructive features of the old bridge but, because of the longer distance through the combined lift spans, the obstructive features existing are actually increased. The Corps of Engineers can rest assured that had these members known that the new bridge would be authorized without appropriate modifications being made to the old bridge, the approval and concurrence of these members with the plans of the new bridge would have never been forthcoming.

This organization therefore respectfully requests that it be recommended that the old bridge be modified and reconstructed to conform to the plans heretofore approved for the new bridge.

Dated this 20th day of June, 1955.

Respectfully submitted,
COLUMBIA BASIN RIVER OPERATORS

THOMAS J. WHITE
Secretary

EXHIBIT "A"

May 6, 1942	Barges struck Oregon pier while passing under drawspan.
July 31, 1942	Barge superstructure hit bridge and was damaged. Operators presented claim which was denied. Conflicting evidence as to whether tug signaled bridge.
April 4, 1943	"Megler" with oil barge struck bridge with lightstick, when operator lowered span without hearing approaching signal.
April 22, 1943	Fishboat "Alma" broke off fish pole on bridge when lift was not raised high enough.
May 24, 1943	Tugboat believed to be "Invader" broke loose from oil barge and struck span No. 3 just south of pier.
July 3, 1943	Tug "James Russell" with 2 barges of sand - something projecting above boat scraped lower bridge cords with no damage to bridge.
February 5, 1945	Tug "Philip R" towing barge with derrick crane. Lift was not raised high enough and crane struck same. Suit for damages was filed in Federal Court and denied due to failure to have tip of crane boom lighted.
December 3, 1945	Boom of derrick barge struck lift span when not raised high enough. Crane damaged to the extent of $377.00 which was paid by State Highway Department.
January 21, 1948	Tug "Patricia" and barges in dense fog - one barge brushed Oregon gate pier.
June, 1949	"Peggy Belle" and barge hit south pier of span.
December, 1949	"Coolidge" collided with "Blue Bell" while "Jean" was bringing log raft through span due to having to stand by.
October, 1954	Unidentified tug collided with another tug at bridge.

R

RECEIVED
JUL 6 - 1955
FOR FILING

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July 5, 1955

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Re: Portland-Vancouver
Columbia River Bridge

Dear Sir:

Reference is made to your letter of June 30 relative to estimates of costs for the reconstruction of the existing bridge to conform with the clearances required by the new structure.

The estimates in my letter of March 30, 1954 were made prior to the issuance of the permit for the new structure. The estimate of $2,620,600 given in that letter was based upon the so-called Plan D. This plan called for the removal of four of the existing 265-foot spans and their replacement with two 530-foot spans. The permit as issued only requires the use of one 530-foot span.

Since this estimate of March 30, 1954 was made, considerable additional study has been given the project. Our present estimate, broken down into items, is as follows:

ESTIMATE OF COST OF RECONSTRUCTION OF EXISTING BRIDGE

Item No.	Description		Estimated Cost
*1.	DRAWSPAN		
	Renew sheaves, bearings, cable and overhaul machinery		$ 165,000
2.	SPAN 4		
	Revise deck system	$ 66,600	
	Raise span at Pier 4	15,000	
	Revise truss	20,000	
	Revise tower	20,000	
	Reinforce Pier 4	145,000	266,600
3.	SPAN 5		
	Remove existing span	$ 20,000	
	Remove Pier 5	50,000	70.000

4.	SPAN 6		
	Remove existing span	$ 20,000	
	Reinforce Pier 6	155,000	$ 175,000
5.	SPANS 5 and 6		
	Furnish and place 530' span		511,680
6.	SPAN 7		
	Raise span	$ 30,000	
	Remove existing deck	12,500	
	Replace deck and floor system	35,000	
	Reinforce Pier 7	135,000	212,500
7.	SPAN 8		
	Raise span	$ 30,000	
	Remove existing deck	12,500	
	Replace deck and floor system	35,000	
	Reinforce Pier 8	120,000	197,500
8.	SPAN 9		
	Raise span	$ 25,000	
	Extend Pier 9	30,000	55,000
9.	SPAN 10		
	Raise span	$ 20,000	
	Extend Pier 10	10,000	30,000
10.	SPAN 11		
	Raise span (one end)		10,000
*11.	SPAN 14		
	Remove existing span	$ 20,000	
	Build concrete viaduct	137,100	157,100
	Total net estimate		$1,850,380
	Engineering and contingencies at 25%		462,595
			$2,312,975

You will note that this revised estimate shows a gross cost of $2,312,975. In round figures the sum of $2,310,000 was presented at the hearing on June 20, 1955.

Item No. 1 of the above estimate covers repairs to the existing drawspan which are not attributable to the needs of navigation. Item No. 11 covers the removal of the south span of the existing bridge and its replacement by a concrete viaduct. This is being done to provide more roadway width for vehicles approaching the toll plaza and is not chargeable to the improvement of facilities for navigation. Deducting the sum of these two items, which amounts to $322,100, leaves a net estimated cost of $1,528,280 for remodeling the existing bridge for the benefit of navigation. Adding 25 per cent for engineering and contingencies makes a total estimated cost of $1,910,350 chargeable to improvement of navigation facilities.

I am attaching hereto a print of Sheet 2 of the permit for the new structure, dated July 19, 1954, so that the items of the estimate can be readily identified.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc Mr. W. A. Bugge
Mr. P. M. Stephenson

GSP:gm

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)
NPPKS-4

CORPS OF ENGINEERS. U.S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

June 30, 1955

REFER TO FILE NO. NPP800.6(Col. R.-Bridges)-6

Oregon State Highway Department
Salem, Oregon

Attention: Mr. R. H. Baldock, State Highway Engineer

Gentlemen:

In reviewing the statements made at the public hearing held in the State Office Building in Portland on June 20, 1955, concerning the reconstruction of the existing Interstate Bridge, it is noted that the cost of reconstruction was estimated to be $2,310,000.

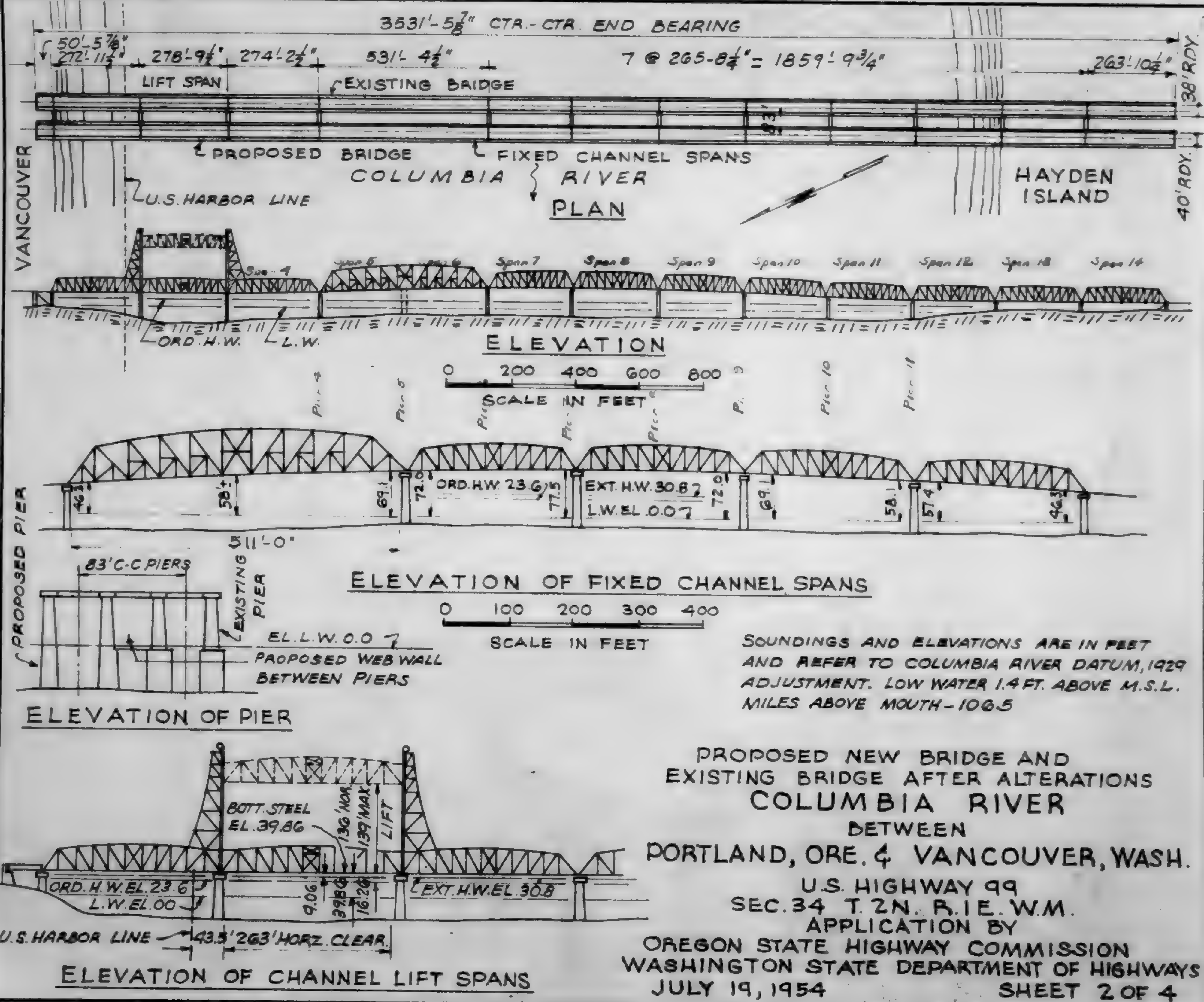
Referring to your letter of March 30, 1954, it is noted that this present estimate is $310,000 less than the estimate made at that time.

In order that the items may be reviewed prior to the District Engineer forwarding his recommendations to higher authority, it is requested that a breakdown of these costs be furnished at your earliest opportunity.

Very truly yours,

T W Ragsdale
T. W. RAGSDALE
Chief, Operations Division

RECEIVED
1955
OFFICE OF
STATE HIGHWAY ENGINEER



SOUNDINGS AND ELEVATIONS ARE IN FEET AND REFER TO COLUMBIA RIVER DATUM, 1929 ADJUSTMENT. LOW WATER 1.4 FT. ABOVE M.S.L. MILES ABOVE MOUTH - 106.5

PROPOSED NEW BRIDGE AND
EXISTING BRIDGE AFTER ALTERATIONS
COLUMBIA RIVER
BETWEEN
PORTLAND, ORE. & VANCOUVER, WASH.
U.S. HIGHWAY 99
SEC. 34 T. 2N. R. 1E. W.M.
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
WASHINGTON STATE DEPARTMENT OF HIGHWAYS
JULY 19, 1954 SHEET 2 OF 4

NOTED
G. S. PA[illegible]ON

RECEIVED
JUN 30 1955

FOR FILING

THE COMMISSION OF PUBLIC DOCKS
OF THE CITY OF PORTLAND, OREGON

ADDRESS ALL CORRESPONDENCE TO
THE COMMISSION OF PUBLIC DOCKS
OFFICE
[illegible] N.W. FRONT AVENUE
ZONE 10

CABLE ADDRESS: "DOCOM"
CODE: BENTLEY'S COMPLETE PHRASE

COMMISSIONERS
JOE E. DUNNE, CHAIRMAN
A. E. GUNDERSON, VICE CHAIRMAN
CAPT. H. T. SHAVER
H. B. COOPER
MARSHALL N. DANA

GENERAL MANAGER & SECRETARY
THOMAS P. GUERIN

7971

5205

The District Engineer
Corps of Engineers
Pittock Block
Portland, Oregon

Re: NPP 800.6
(Columbia Riv.-
Bridges) - 6

Dear Sir:

Please refer to your notice of May 26, 1955 relating to the above-referenced matter.

This organization, a semi-autonomous agency of the City of Portland, Oregon, vested with the authority and duty of providing for the needs of maritime commerce in the City of Portland, desires to register a strong protest against the existing Interstate Bridge at Vancouver, Washington, as a continuing obstruction to navigation. We desire also to urge strongly that the obstructive features be overcome by its modification to conform to the increased vertical and horizontal clearances of the new bridge which will parallel the existing bridge in accordance with plans approved by the Chief of Engineers on June 17, 1954.

We consider the existing bridge as an obstruction and menace to navigation for the following reasons, among others:

1. The existing bridge, constructed over 37 years ago to accommodate the occasional and sporadic "steamboat" traffic, is totally inadequate to handle safely and conveniently the needs of waterborne commerce today. The bridge is now a definite and decided menace and obstruction to navigation.

2. The obstructive features of the existing bridge will be materially increased by the construction of the new bridge parallel thereto and will be thereby rendered even more of a menace to navigation.

3. Waterborne commerce through the existing bridge, which has increased over 1200% since 1917, is increasing at an even faster rate due to a number of factors. Today's menace to navigation will be tomorrow's throttling of the economy of this region.

THE EXISTING BRIDGE IS NOW A MENACE TO NAVIGATION

The lift span of the old bridge is only 272 feet from the Washington shore and less than 50 feet from the present harbor line of the Port of Vancouver. The horizontal clearance of the lift span of only 262 feet is barely adequate during normal weather and river conditions for the vessels now navigating it. During high water, period of poor visibility and/or high winds, passage through the span with the equipment of today is hazardous in the extreme.

Marine operators insist that the construction of the bridge is such that a very definite "set" in the current exists. In even moderately adverse conditions the danger of collision is very real. That there have been relatively few serious accidents so far is due to the skill of personnel navigating through the lift span. Even so, the record of the bridge tender during the past few years is full of references to costly delays, near accidents, and collisions of vessels either at the span or with the bridge piers.

THE EXISTING BRIDGE WILL BE RENDERED EVEN MORE A MENACE TO NAVIGATION WHEN THE NEW BRIDGE IS COMPLETED

The new bridge will be constructed, according to the approved plans, with increased vertical and horizontal clearances of spans adjacent to the span containing the lift. However, the old bridge does not now have these increased clearances. Traffic in many instances will, therefore, be limited to passage through the respective lift spans of the old and the new bridges. This will compel vessels to navigate through two successive lift spans for a distance (for practical purposes) of 122 feet with only 262 feet of horizontal clearance and within several hundred feet of the Washington shoreline. This will obviously compound to a marked degree the difficulties encountered at present. Today, many of the operators find it necessary, during periods of high water and poor visibility, to employ two or more tugboats to safely move log rafts and barges through the single lift span of the old bridge. This greatly increases the expense of operation and possibilities of collision. It is without question that the necessary use of auxiliary equipment will be increased when the new bridge is completed, unless the old bridge is appropriately altered.

INCREASE IN SIZE OF EQUIPMENT AND EXTENT OF WATERBORNE COMMERCE REQUIRE ALTERATION OF THE OLD BRIDGE

The old "steamboat" bridge of 1917 has outlived its usefulness. Antiquated for today's navigational requirements, it is now and will become in the future more and more of a bottleneck on the entire economy of the Columbia Basin region.

Waterborne commerce through the lift span of the old bridge has increased over 1200% since 1917, and we are only now on the threshold of even greater expansion of the region. In the last several years, the completion of McNary Dam at Umatilla, Oregon, has provided slack water navigation to Pasco and Kennewick, Washington. Continued channel improvements and better navigational aids have been another factor in the steady increase in waterborne commerce. The population, industry, and production of the Inland Empire have increased ten-fold during the last decade, and the rate of growth is accelerating. Navigation equipment has steadily increased in size and is now limited only by the narrowness and lack of depth in the locks at the Celilo Canal. With the completion of The Dalles Dam in 1957 and John Day Dam in the foreseeable future, slack water navigation for the movement of tremendous tonnages will be provided from the Pacific Ocean to above Pasco and Kennewick, Washington.

As an illustration of what is happening on this waterway, compare the size of the early petroleum barges with their capacity of 100,000 gallons to the present day barges with a capacity of 300,000 gallons. Since 1952, through-barging from the most interior points to the Pacific Coast has become an actuality and, at present, is restricted primarily by the Celilo Canal, which will be rendered unnecessary when The Dalles Dam is completed. In 1920 only 254,000 tons passed through the Interstate Bridge. By 1935 this had increased to 860,000 tons, and in 1952 the number of tons moved past this point had mushroomed to 3,076,000. In 1952 alone, 13,175 steamers, motor vessels, or barges passed through or under the Interstate Bridge, and the number increases each year.

Economically, the region tributary to the Columbia River has grown fantastically in the last decade. A mere dozen of the Inland Empire counties now produce approximately 17% of the nation's wheat, 80% of the nation's dry peas, 30% to 40% of the nation's apples, 40% of the pears, 20% of the sugar beets, and about 15% of all the potatoes sold in this country each year.

The largest reclamation and irrigation project of all times, the Columbia Basin project, is now well under way. By 1970, it is estimated the population of this region will be increased by over 300%, while expenditures by the farmers in the Project Area are expected to increase by 800%. The key to this development is low-cost bulk transportation, a substantial part of which will be supplied by barging interests on the Columbia River.

To date, the Federal government alone has spent in excess of $136,000,000 in river and channel improvements on the Columbia and Snake Rivers. The "308 Report" of the Corps of Engineers estimates that an additional $119,000,000 will be required to complete the projects authorized as a result of the Report. This organization alone already has an investment of $20,500,000 in port facilities for maritime commerce, is in the process of expending an additional $9,500,000 for new construction and modernization, and the voters have approved an additional $2,500,000 which will be spent in the near future to improve the harbor of the Port of Portland. The economic justification for the expenditure of such large sums of public money is based solely on the continued expansion and development of the Columbia River system and the Inland Empire.

In conclusion, we respectfully urge that your office recommend the appropriation of funds with which to correct the obstructive features of the old bridge by modifying it to conform to the increased vertical and horizontal clearances of the new bridge.

Very truly yours,

THE COMMISSION OF PUBLIC DOCKS

Thomas P. Guerin

Thomas P. Guerin
General Manager

TPG/hsw

In conclusion, we respectfully urge that your office recommend the appropriation of funds with which to correct the obstructive features of the old bridge by modifying it to conform to the increased vertical and horizontal clearances of the new bridge.

Very truly yours,

THE COMMISSION OF PUBLIC DOCKS

Thomas P. Guerin

Thomas P. Guerin
General Manager

TPG/hsw

INLAND EMPIRE WATERWAYS ASSOCIATION
Walla Walla, Washington
June 16, 1953

Colonel J.U. Moorhead,
Portland District Engineer,
Corps of Engineers, U.S. Army,
Pittock Block,
Portland, Oregon

Ref: NPP800-6 (Columbia River Bridges)-6

Dear Colonel Moorhead,

Pursuant to Notice of Public Hearing dated May 26, 1955, relating to the above referenced matter, this Association appeared at public hearing held by the Portland District Engineer on November 17, 1953, registering a strong protest of the then proposed plans of the Oregon and Washington State Highway departments and the subsequent hearing held March 17, 1954, on the revised application of the Oregon State Highway Department and of the Washington Department of Highways. This matter is of such importance to the members of this Association that it was the subject of Convention action at our Twenty-First Annual Meeting held in Spokane, the 26th day of October, 1954.

In retrospect, it appears that we concentrated our support in securing adequate horizontal and vertical clearances for the new bridge as proposed, most naturally assuming that the existing interstate bridge at Vancouver, Washington, would be altered to conform with the new span. It was then, and is now, inconceivable that the existing hazards occasioned by the present interstate bridge would not be altered to conform with the minimum horizontal and vertical clearances proposed and approved by the Corps of Engineers for the new bridge.

A new era in river transportation has been entered in on the Columbia this spring with the launching of a new fleet of super barges designed to quadruple the carrying capacity of those now in use. Inland Navigation Company, which is one of two major Columbia River operators, in mid-March launched the "Kiska Island", largest barge ever put into service on the river. A former LST hull, the "Kiska Island" has a dry cargo capacity of 4,600 tons and will be used both on the river and along the Pacific Coast. Another barge of similar capacity, but slightly different dimensions, also is in the planning stage, and Inland Navigation Company is currently building a junior-sized barge of 2,990-ton capacity. Previous barges have ranged from 500 tons to 1,100 tons of dry cargo capacity. Thus, the day of 10,000 and 12,000-ton barge tows is here. Tomorrow can only bring larger tows with more tonnage carrying capacity. Plus the millions of dollars of savings in freight costs which have accrued to users of river transportation in the past, this new era in water haul will reduce high-cost land transportation rates more drastically in the future.

Port districts organized in Oregon and Washington above the interstate bridge at Vancouver represent a land area of approximately 10,000 square miles, with assessed valuations in excess of one billion dollars and port facilities presently developed and planned for the future will run into several hundred millions of dollars. Each year sees last year's tonnage records relegated to history. New cargo, such as anhydrous ammonia, is being shipped 900 miles from Pittsburg, California, to the confluence of the Columbia and

Snake rivers in Franklin County, Washington, and dry bulk cement is being carried into the same area. A $16 million chemical fertilizer plant is underway within the Walla Walla Port District.

This organization considers the existing interstate bridge at Vancouver constructed over 37 years ago a serious navigation hazard. This fact can be definitely established by competent navigation authorities and boat operators. Also, the construction of a new bridge parallel to the existing bridge will materially magnify the existing hazards created by the old bridge. In addition, water-borne commerce in and out through the existing bridge has increased materially from the date of completion in 1917 to the present; and, in the immediate future, the tonnage figures will increase more rapidly with the industrial, agricultural and population growth of the Pacific Northwest.

This Association's recommendations, therefore, are:

1. That the obstructive features of the existing interstate bridge at Vancouver be overcome by modification to conform to the increased vertical and horizontal clearances of the new proposed highway bridge in accordance with plans approved by the Chief of Engineers, June 17, 1954.
2. That your office in light of known facts recommend the appropriation of funds under the Truman-Hobbs Act to accomplish our recommendation Number One.

3. That your office recommend that the Oregon State Highway Department and the Washington Department of Highways include in their financing plans for the new bridge one-half the cost for the modification of the existing bridge in accordance with our recommendation Number One.

Respectfully submitted,
Inland Empire Waterways Association

H.G.West
HERBERT G. WEST
Executive Vice President

6226 N. E. 30th
Portland, Oregon
June 13, 1955

Mr. L. M. Thompson
President
Western Transportation Co.
650 N. W. Front
Portland, Oregon

Dear Sir:

If the new Vancouver Bridge is going to be like the original plan with one draw of the bridge just below the other where the draw is at present, my opinion is that it will be a hazard to navigation.

With the present draw so close to the Washington shore as of now, making it so hard to get through the draw of the bridge with tows another draw in the new bridge just below the present one is certainly going to increase the hazard to navigation. While going through the two bridge draws with tows the traffic on the bridges is going to be slowed up much more, as the draws of the bridges are going to be held open longer. Also there is going to have to be a lot more caution taken while going through the draws to avoid accidents, as the danger to navigation is going to be increased much more.

If they could provide enough clearance on the fixed spans of the old bridge so we could go over that way it would not be necessary to open the draw except in very high water. This seems to me the best plan for everyone concerned.

Yours truly,

Robert Williamson
Steamboat Master STEAMER JEAN

9700 N. E. Glisan
Portland, Oregon
June 13, 1955

Mr. L. M. Thompson
President
Western Transportation Co.
550 N. W. Front
Portland, Oregon

Dear Sir:

This is in reply to your request for information concerning hazards presented in navigating through the Interstate Highway Bridge at Vancouver, Washington.

As most votern river men agree it is best to navigate through the Interstate Bridge with caution because of extreme winds and weather that can be expected in this area, and the close proximity of the docks to the lift span.

One time during the spring freshet of 1952 when coming down stream with two barges I was whistled down by the bridge but luckily was able to slow my tow enough to prevent colliding, as the bridge opened soon afterward.

The new bridge said to be designed with high clearance on the spans to the south of the draw will help navigation very much but will be of no use unless the verticle clearance on the old bridge is also changed.

We will have to go through 2 draws year round blocking highway traffic even more because it will take longer to clear through 2 draws.

I sincerely hope that they can change their plans so as to alter the old bridge as it will be better for everyone concerned.

Very truly yours,

Signed
Sherman R. Pinnell
Captain of the TUG PATRICIA

Rt. 1 Box 196
Warren, Oregon
June 13, 1955

Mr L. M. Thompson
President
Western Transportation Co.
550 N. W. Front
Portland, Oregon

Dear Sir:

The Interstate Highway Bridge at Vancouver is very dangerous to navigate because of its position and height. This is especially true when coming down-stream with tows and we naturally do not have as much control in adverse weather.

Last year when I was operating the TUG CHIEF I blew a signal to open the bridge when abreast of the Vancouver Shipyard and received a confirming signal to proceed, for some reason due to mechanical difficulty the bridge did not open until I was almost abreast of the Coast Guard dock immediately above, which you can agree is getting pretty close. [illegible].

Many times during the last five years, I have called the bridge on the ship's mobile phone in order to be sure they were properly notified in poor weather conditions so as to have the bridge open in time for us. Even with these precautions we have had some close calls in going through the bridge in strong winds.

The draw lift on the bridge is so close to the Vancouver side that if a ship is loading at Vancouver Terminal #1 it doesn't leave enough room to get a tow lined up properly to go through the draw.

I hear that a new bridge is going to be built close to this one immediately down-stream with the same characteristics except that it will have high clearance on several spans south of the draw, but I also hear that no change is to be made in the old bridge. It seems to me there is no value in building the new bridge with clearance unless the same thing is done to the old bridge. We will still have to go through the draw and combat the hazards mentioned above. In addition our boat and highway traffic are both going to be slowed down.

Very truly yours,

Signed
John Nisson
Relief Captain TUG GEORGE BIRNIE

36 S. W. Crest Drive
Oswego, Oregon
June 13, 1955

Mr. L. M. Thompson
President
Western Transportation Co.
550 N. W. Front
Portland, Oregon

Dear Sir:

In answer to your request for information regarding difficulty which I may have had in navigating through the Interstate Bridge, I have had very little trouble with the present bridge.

Most of my concern has been with other vessels approaching it or near the vicinity of the draw at the same time. I have also been concerned a number of times because barges were tied outside of ships at Terminal #1, therefore, congesting the area.

I do, however, anticipate a great deal of trouble with any bridge that is placed below the present bridge. I have seen several plans for the proposed construction some of which seem to be inadequate to meet needs of river traffic.

Very truly yours,

Mr. Raymond K. Hall
Master
M/V PETER W

3514 H. Street
Vancouver, Washington

Mr. L. M. Thompson
President
Western Transportation Co.
550 N. W. Front
Portland, Oregon

Dear Sir:

My experience in navigating through the Interstate Highway Bridge at Vancouver, Washington for many years has been without serious incident, however, I have always been cautious in this area because of danger in meeting other boats near the bridge. In recent years the water traffic has shown noticeable increase. At the same time our tows of barges have become larger.

I hear that the new bridge is to be built with the draw span immediately below the old one and it is also going to have high verticle clearance on the fixed spans to the Oregon side of the draw. This will be fine but what is the use of building a new bridge with the addition of high level clearance unless the old one is also changed to conform. My boat the PETER W with the pilot house 40 feet above the water will be forced to use the draw span year round.

I do not believe it is a good idea to build a new bridge at the present time unless the old one is altered also. We have been able to make it through the draw span without accidents, but it will become more hazardous to navigate through double lift spans as time goes on when the traffic continues to increase.

Yours truly,

Signed
Kermit G. Smithe
Relief Captain PETER W

Mr. A. Cejka
829 S. E. 15th
Portland, Oregon

Mr. L. M. Thompson
President
Western Transportation Co.
550 N. W. Front
Portland, Oregon

Dear Sir:

This is in reply to your request for my opinion as to the navigation hazards presented by the old Highway Bridge crossing the Columbia at Vancouver, Washington.

You can no doubt recall how many times we have had to reduce our tow in order to safely navigate through this bridge. The cost over the years would amount to many hours.

I recall several years ago when Vancouver Terminal #1 had vessels loading from barges alongside, we were forced to single up our tows or else call for another tug to guide the tail rafts through the draw. This was necessary because Vancouver Terminal #1 is so close to the lift span.

One time several years ago I had a close shave when coming down stream with three barges and a ship leaving Vancouver blocked the area below the bridge draw. Luckily I was able to slide through the small area left by swinging hard over.

About the winter of 1941 my boat was held up almost 2 hours when freezing weather left ice deposits on the cable and caused a short circuit in mechanical equipment. I recall our STEAMER LANG striking the Washington Side Pier with a 3 barge tow about 1936 when the bridge lift do not open in time due to mechanical difficulty, I also remember the STEAMER HUSTLER about 1930 in trying to avoid collision when the draw did not open, let go of her tow above the Interstate Bridge, in order to save the boat. One of her barges went on to collide with the Stone Pier on the Railroad Bridge below.

There is always the extreme danger of winds, current, and high water during the spring freshet, which make navigation in the area hazardous. When I learned of the plan to provide high level clearance to the south of the draw on the new bridge, I felt that this would be a great improvement. However, I was very much concerned when advised that no change was to be made in the existing structure to conform to the new bridge. My vessel, the STEAMER JEAN will still have to use the draw span and the hazards mentioned above which apply only to the existing bridge will now certainly be much greater due to the additional time required to pass through 2 separate draws.

A Cejka
Captain of the STEAMER JEAN
A. Cejka

3250 N. E. Holland Ct.
Portland, Oregon
June 13, 1955

Mr. L. M. Thompson
President
Western Transportation Co.
550 N. W. Front Ave.
Portland, Oregon

Dear Sir:

I have navigated the Interstate Bridge for the past ten years without accident of any kind, but have only avoided such accident by exercising extreme caution. At times I had to use drastic emergency measures, such as flank speed with hard over rudder, to keep the vessel from getting into the Vancouver dock. As any boatman knows, once this maneuver is attempted it must be carried out in full, there is no turning back.

The location of the present lift span in relation to the Coast Guard, and the Vancouver dock, necessitates navigating very close to these docks, both below and above the lift span. Vessels moored at either dock aggravate the situation to a greater extent.

The current in general, sets towards the Vancouver dock, thus navigating the lift span is a hazardous maneuver, even under the best conditions. With the river in its freshet stage, and with windy conditions present, these hazards are compounded.

The building of the proposed new Interstate Bridge, without altering the present one to conform, increases rather than decreases the hazard. As in the case of the vessel under my command, the GEORGE BIRNIE, the use of the lift span will have to be continued, making it necessary to hold a straight course for a farther distance in a longer period of time, causing a vessel to set toward the Vancouver Dock, even closer than at present. Stopping in time to avoid collision with either the dock or a vessel moored at the dock would be virtually impossible.

If only the old bridge could be altered to conform to the new one with high level spans to the south of the draw then my vessel could navigate almost year around without opening the draw. This would reduce the hazards mentioned above to a minimum.

Yours truly,

Mr. Jack Fowlis
Master of TUG GEORGE BIRNIE

FORM S-123 50M REVISED 2-53

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 10, 1955

Mr. Alexander Parks
1100 Jackson Tower
Portland 5, Oregon

Dear Sir:

Herewith, for your information, copy of three summary sheets recently prepared to show details of river traffic accidents, complaints and minor incidents that our records show as having occurred on Interstate Bridge during State operation of the Bridge as per our phone conversation of this date.

Very truly yours,

R. H. Baldock
State Highway Engineer

By
I. A. Darrance
Assistant Maintenance Engineer

IAD:reb
Encl.
c.c. - R. H. Baldock

INTERSTATE BRIDGE

SUMMARY

Complaints in Correspondence Files

June 13, 1936	Shaver Transportation Company complained that on June 12 - 3:15 A.M. Tug "Cruiser" down stream signalled Bridge [illegible] times, no answer - finally opened. June 12 and 13 "Smithy" whistled 4 times before bridge finally opened, 5:00 A.M. on 13th - No answer. Investigation - Whistles inadequate when wind against them. Telephones were installed at each of the gates, so gatemen can report to operator if they hear a signal that operator does not hear.
December 4, 1939	Letter [illegible] regarding lost time to highway traffic month of November [illegible] - [illegible] openings, 6[illegible] minutes [illegible] [illegible] hours of [illegible] traffic.
September [illegible], 19[illegible]1	Complaint from [illegible], Manager Columbia Basin River Operations [illegible] Lewis Building, Portland regarding failure of [illegible] to function properly at times. Reply by [illegible] - new electrical equipment just installed, there should be no more delays.
September 3, 19[illegible]	Steamer "Jean" down river with raft in tow called for Bridge 2:20 P.M. - received clear signal but operator could not clear draw on account of troop convoy. Controls then failed on account of interlock system. Boat had to turn and had lost time. No damage. No claim.
April 22, 1943	10:[illegible] A.M. - Fish Trawler - broke one or maybe both of his trolling poles off. Operators made statement but no claim ever made.
January 10, 1946	"Robert Gray" - Complaint made of close call and general delay in opening - pointed out danger due to swift water for turning. Answer by Skelton 2-4-46 after investigating - your boat confused our operator by giving short blasts commonly understood to be a rescinding signal. Draw was raised and boat passed through after turning. "Robert Gray" makes many trips under bridge without an opening.

IAD:db
11-6-53

INTERSTATE BRIDGE

Entries in Operators Daily Log

February 27, 1953	6:45 P.M.	No signal heard - raised span when boat seen. It had turned, however, and came back through 25 minutes later.
November 12, 1952	7:59 P.M.	C G "White Bush" held up - Coast Guard Boat stood down stream 15 minutes - no signal - finally came through.
January 22, 1950	4:26 P.M.	"Peter W" delayed by ice in river - made long opening, 16 minutes.
January 21, 1948	11:52 A.M.	"Patricia" and barges in dense fog - one barge brushed Oregon gate pier. No damage to bridge.
April 17, 1947	2:02 P.M.	"Polhemus" and barge - no signal - but opened span.
July 3, 1943	12:27 P.M.	Tug "James Russell" with 2 barges of sand, something projecting above boat scraped lower bridge cords with no damage to bridge.
May 24, 1943	1:05 A.M.	Tug boat believed to be "Invader" broke loose from oil barge and struck span No. 3 just south of pier. No apparent damage to boat or bridge.
April 22, 1943	10:05 A.M.	"Alma" fishboat - operator did not lift span high enough and fish boat broke one of his poles off on bridge.
April 4, 1943	7:23 P.M.	"Megler" with oil barge struck bridge with lightstick, boat whistled as span was coming down operator did not hear it. Span down 3 minutes before boat struck.
May 6, 1942	10:36 P.M.	Burton allowed barges to strike Oregon pier while passing under drawspan.

IAD:reb

6/10/55

INTERSTATE BRIDGE

SUMMARY

Collision Accidents involving River Traffic

July 31, 1942	Dredge "Sandy" 4:13 P.M. Tug "Companion" gave no signal operator assumed boat was proceeding to dock at Vancouver. Barge superstructure struck bridge and was damaged. Repairs costs in amount of $926.25 claimed by owners but denied by Highway Department. There were many witnesses that no signal was given, including Army guards on bridge.
February 5, 1945	Tug "Phillip R" towing General Construction Company barge with Northwest Crane Derrick No. [illegible] with [illegible] boom - 11:15 P.M. No light on boom. Operator unable to see boom but went up to [illegible]; gateman said go higher - operator was [illegible] 50' and started to go higher when tip of boom struck bridge. Witnesses proved boom not lighted and claim for $2,000 repairs [illegible] for loss of use was denied [illegible] Federal Court June [illegible], 1947.
December 3, 1945	2:13 P.M. Two tugs "Gee Gee" and "Victory" owned by Atlas Towboat Company pushing barge and derrick "Woodland" by Gilpin Construction Company having 75' boom. Operator lifted Bridge to 40' and telephoned asking gate tender if bridge would clear - gateman said not sure. Operator took bridge up to 50' - 84' above water. Boom struck bridge and was damaged in amount of $[illegible].40. Claim allowed by Highway Commission February [illegible], 1946.

IAD:db
11-6-53

VANCOUVER INTERSTATE BRIDGE OVER COLUMBIA RIVER

Presentation by
R. H. Baldock, State Highway Engineer
Oregon State Highway Commission

The application now before you is for a permit to construct and operate a second bridge over the Columbia River between Vancouver, Washington, and Portland, Oregon. The Columbia River crossing is a vital link in the Pacific Highway--U.S. Route No. 99--the most important and most heavily travelled north-and-south highway in the Northwest and a portion of the nation's interstate system of highways.

The bridge now carrying the highway across the Columbia River was built in 1917. It has a roadway width of 38 feet. While much too narrow for such use, traffic density has compelled the operation of four traffic lanes, two in each direction, on this 38-foot roadway. The new structure will permit the routing of three lanes northbound across the present bridge with three lanes southbound on the new bridge.

The existing bridge is now carrying far more traffic than can be efficiently handled in the four narrow lanes. The average annual daily traffic over this bridge is now in excess of 32,000 vehicles. On one day this past summer 40,150 vehicles passed over this structure. The traffic is not evenly divided over the 24-hour period, and peak-hour traffic exceeding 3,200 vehicles has occurred. Traffic is increasing at a rate of about 2 percent per year. Traffic studies indicate that within seven years the average annual daily traffic will be in excess of 50,000 vehicles with peak-hour volumes in excess of 5,000 vehicles.

The traffic capacity of roadways of different widths and lane arrangements has been studied for many years. With 9-foot lanes and no median strip separating opposing traffic, the maximum traffic volume per lane that can be safely handled is approximately 820 vehicles per hour. During peak hours, traffic is not evenly divided between north- and southbound movements, and the 3,200 peak-hour traffic is now crowding the structure considerably beyond its safe operating capacity.

The location of the new structure necessary to carry the interstate traffic has had intensive study for the past four years. In 1951 the Washington Department of Highways and the Oregon State Highway Commission completed a study of possible interstate bridge crossings in the vicinity of Vancouver. A report was issued entitled, "Joint Investigation of an Interstate Bridge Across the Columbia River Between Portland, Oregon and Vancouver Vicinity, Washington," copy of which is being mailed to you under separate cover. In this study possible bridge crossings from an extension of East 82nd Avenue on the east to the mouth of the Willamette River below St. Johns on the west were investigated.

It is possible to build a bridge across the Columbia River at any of the sites investigated. Traffic studies, however, immediately showed that the major portion of the traffic is intercity in character, originating in either Portland or Vancouver and destined for the other city. Even though an additional bridge were provided at some other location, very little of the traffic would be diverted from the present site.

The highway routes, both in Oregon and Washington, lead to the present crossing. The Oregon approaches via Union Avenue (US99E) and Denver Avenue (US99W) have been in use since the present bridge was built. The Oregon approach was improved in 1944 by the traffic interchange at the junction of Union and Denver Avenues, and an additional separation structure at this location is now under construction. Both Denver and Union Avenues have been widened, since the original construction, to four lanes of traffic. These approach facilities, plus the widening to six lanes from the Denver Union Junction to the Interstate Bridge will suffice to handle traffic using the bridge. A bridge in any other location would immediately require new facilities leading the traffic into the business district of Portland. We have been unable to find any practicable route for such facilities that would serve without material increase in distance, loss of time to the motorist, and prohibitive cost of construction.

The highway connection on the Washington side leads directly to the present bridge. This connection is now being rebuilt to a very high freeway standard through the City of Vancouver. Traffic interchanges will expedite traffic to the bridge with a minimum of delay and inconvenience. Any other location for the bridge would result in increased distance, loss of time and inconvenience, and the motorist would continue to crowd onto the present structure regardlessof its inadequacy. A structure at any other site would fail to create benefits commensurate with the costs.

The engineering study definitely established that a bridge parallel to the present structure and operated integrally with it is the only feasible solution of the traffic problem. The details of the location were investigated, and a location downstream from the present bridge and as close to it as is practicable is desirable. The present bridge has a pedestrian walkway on the east or upstream side. With the new structure on the opposite side, this walkway need not be disturbed. The new bridge will have a walkway on the west or downstream side, completing the facility for pedestrians. No pedestrian traffic will be permitted between the north-and southbound roadways. The piers of the present bridge are of massive construction to withstand the impact of ice and drift. The piers of the new structure will be in line with the existing piers and thereby protected from impact. More economical pier construction will be possible because of this protection. The traffic interchanges at the Vancouver end fit into an alignment downstream from the present bridge much better than would be the case if the new bridge were built on the upstream side.

The new structure, as planned, will be identical with the present structure in so far as navigation clearances and general appearance are concerned. All span lengths and elevations of the lowest members will be identical with the present bridge. The piers will be in line with the present piers and will be connected with them to present a continuous face along the stream channels.

The drawspan will be of the vertical-lift type and will give the same clearances, vertically and horizontally, in both the open and closed position as provided by the present bridge. One operator will control both bridges from an operating room to be built between the two structures, where an unobstructed view of the river and the roadways can be had. The fixed spans of the new structure will also be identical with the fixed spans of the present bridge.

The permit under which the existing bridge was built calls for a vertical clearance above low water of 175 feet with the draw fully opened. Actual measurements show that the clearance provided is 178.86 feet. The horizontal clearance required by the permit is 250 feet. This clearance is measured between the pier bases which project above the river bed. In the new bridge the pier bases will be entirely below the river bed, and 263 feet of horizontal clearance will be provided.

Conferences have been held with representatives of navigation interests operating on the river. Some objections to the project have developed. The principal objection concerns itself with the location of the movable span of the present bridge. Captian Raabe, a Columbia River pilot and member of the Portland Port Commission, is of the opinion that the lift span is too close to the Washington shore. The Port of Vancouver has a dock and warehouse located 232 feet downstream from the center line of the present bridge, or 211 feet from the downstream edge and approximately 5 feet inside or north of the established harbor line. The face of this dock is approximately 50 feet north of the line of the north drawspan pier. A medium-sized ship moored at the upstream end of the dock might extend into the channel as defined by the total opening between the main piers. The horizontal clearance through the drawspan is 263 feet so that this obstruction could only be a small percentage.

The new structure on the downstream side would decrease the distance between the bridge and the dock leaving less room to swing a ship away from the dock. The states have recognized the possibility of increased hazard by reason of the decreased distance from the bridge to the dock. Arrangement has been made with the Port of Vancouver to completely remove the upstream 120 feet of the dock so that a distance of 280 feet will be provided between the center line of the new bridge and the upstream end of the reconstructed dock. Taking into account the half-bridge width, the distance from the downstream edge of the new bridge to the dock will be 251 feet, which is 40 feet more than exists at present. It is the states' contention that, with this revision of the dock, navigation will be improved rather than hindered. Captain Raabe agrees with us that with this revision the plan will be satisfactory. The reconstruction of the dock is shown on sheet 4 of the application for a permit to build the bridge. In order that the plan may be more easily seen, the same data are shown to a larger scale on the attached map. The portion of the dock to be removed is shown in yellow, the drawspan of the new bridge in red, and the drawspan of the present bridge in green.

It would seem that towboat operators are unduly apprehensive of the effect of the increased distance through the drawspans on the towing of rafts. A short distance below the highway bridge the Spokane, Portland & Seattle Railway Company has a railroad bridge across the Columbia River. This bridge has a swing draw with two openings, each giving 200 feet of horizontal clearance. When this bridge is opened, the swing span and drawrest extend approximately 450 feet up- and downstream, parallel with the channel. Towboat operators have operated through these openings, where the length through the openings is more than three times the length through the proposed highway opening, for many years without unreasonable difficulty.

At conferences with navigation interests they proposed that the drawspan of the present bridge be moved a span length to the south and the drawspan of the new bridge be built opposite this new location. This is not economically feasible. The drawspan and the adjacent span supporting the towers are of a different length than the nine fixed spans to the south. Such a program would require the rebuilding of four piers as well as the reconstruction of four truss spans and the machinery of the drawspan. It is mandatory that both highway and river traffic be kept moving at all times without unreasonable delay. Such a moving program would result in closure, both to highway and river traffic, for a longer period of time than can be tolerated by either interest.

The most practicable scheme to accomplish such a change would be to construct two drawspans in the new bridge, one opposite the existing drawspan and one at the new location. It would be necessary to route highway traffic over the new bridge, close the present bridge to traffic, build a drawspan at the new location, and then dismantle the two drawspans over the present channel. This is not economically feasible. Rough estimates indicate an increased cost of between two million and three million dollars, which is not warranted. This scheme is only feasible if the drawspans are moved two span lengths to the south providing room to place the two sets of towers on adjacent fixed spans. This would put the openings south of the main channel of the river.

A second proposal advanced by the operators of towboats and log rafts is that the drawspan of the new bridge be made longer than the comparable span in the present bridge to allow more room for a raft to swing in passing through the opening. It is doubtful that the increased side clearance with the two bridges 83 feet apart on center lines would be of any appreciable value. Such a scheme would add considerably to the cost of the structure because of the additional weight of the drawspan. Perhaps of more importance is the necessity of offsetting the piers, making a greater obstruction in the river channel and increasing materially the danger of ice or drift jams hanging up on the piers. The adoption of the proposal would create an unwarranted hazard to the safety of the structure and would be of questionable value to navigation.

The Pacific Highway is the most important road in the Northwest. It is the main north-and-south arterial route of the Interstate System, a system of roads selected by federal authorities as the framework about which the entire system of highway transportation is built. The states and the federal government are using all their resources to bring this system up to an adequate standard. The legislatures of the two states fully realize the need for the additional bridge facility and deem the need so urgent that they have authorized the sale of bonds to make the construction possible now.

The bridge will be operated as a toll facility, will comply fully with Section 506 of the General Bridge Congressional Act of 1946, and is expected to be made a free facility within 10 years after completion. The highway and the water shipping supplement each other, and the economy of this region depends on both. Neither should unnecessarily interfere with the other. It is our firm belief that the structure proposed in the application for permit now before you does not unreasonably hamper navigation. By the purchase and removal of the upstream portion of the Port dock, we believe that all reasonable objections have been met. We ask in the interests of adequate transriver traffic that this application receive your favorable consideration.

November 5, 1953

RECEIVED
JUN [illegible] 1955
FOR FILING

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND DISTRICT
628 Pittock Block
Portland 5, Oregon

REFERRED TO
Mr. Paxson
By State Highway Engineer

NPPKS-4
NPP 800.6(Col.R.-Bridge)-6

May 26, 1955

NOTICE OF PUBLIC HEARING

Navigation interests having submitted complaints concerning the obstructive condition of the existing INTERSTATE HIGHWAY BRIDGE crossing COLUMBIA RIVER between Portland, Oregon and Vancouver, Washington, it appears desirable to secure the views of all interested parties thereon.

A PUBLIC HEARING will therefore be held

at 10:00 a.m. JUNE 20, 1955
in Conference Room 36
STATE OFFICE BUILDING
1400 S. W. Fifth Avenue
PORTLAND, OREGON

All interested parties are invited to be present or to be represented at the above time and place, particularly navigation interests and the officials of the States, counties, cities or local civic organizations whose interests may be affected. They will be given an opportunity to express their views concerning the adequacy or inadequacy of the existing structure in-so-far as it affects navigation.

Oral statements will be heard but for accuracy of the record all important facts and arguments should be submitted in writing in quintuplicate, as the records of the hearing will be forwarded for consideration by the Department of the Army. Written statements may be handed to the undersigned at the hearing or mailed to him beforehand.

RECEIVED
MAY 27 1955
OFFICE OF
STATE HIGHWAY ENGINEER

J. U. Moorhead
J. U. MOORHEAD
Colonel, Corps of Engineers
District Engineer

NOTED
G. S. PAXSON

SAM COON
SECOND DISTRICT, OREGON

RECEIVED
JUL - 1955
FOR FILING

7771
5205

Congress of the United States
House of Representatives
Washington, D. C.

MEMBER OF
EDUCATION AND LABOR
COMMITTEE

NATIONAL FOREST RESERVATION
COMMISSION

June [illegible], 1955

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

This is to acknowledge and thank you for your letter of June [illegible] with enclosures.

It is good for me to have this information and I want you to know that I appreciate your sending it.

With personal regards, I am

Sincerely,

Sam

SAM COON

SC:gk

[illegible]

RECEIVED
[illegible] 1955
OFFICE OF
STATE HIGHWAY ENGINEER

HARRIS ELLSWORTH
4TH DISTRICT, OREGON

HOME ADDRESS:
ROSEBURG, OREGON

COMMITTEE ON RULES

Congress of the United States
House of Representatives
Washington, D. C.

RECEIVED
JUN 28 1955
FOR FILING

June 24, 1955

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Your letter of June 20 arrived after Congressman Ellsworth had left for the Lookout Point Dam dedication tomorrow.

Mr. Ellsworth will be glad to have the statement concerning the Interstate Bridge. About a week ago he wired Colonel Moorhead, the District Engineer, expressing his interest in this improvement.

The Congressman requested alteration of the old bridge to conform as nearly as possible with the proposed new bridge with the use of the Truman-Hobbs Act fund. Colonel Moorhead telegraphed his reply acknowledging the Congressman's expression of interest and stating that the problem would be given the fullest consideration and that present information appears to indicate the Truman-Hobbs Act is applicable to the reconstruction of the old bridge to conform to the authorized new structures.

It is possible you may see the Congressman while he is in Oregon. I am writing since the telegram from Colonel Moorhead arrived since his departure.

Sincerely yours,

NOTED
State Highway Engineer

H S Garber

H. S. Garber
Secretary

hsg/lc

RECEIVED
JUN 29 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 23 1955
FOR FILING

June 20, 1955

[illegible]

Senator Wayne Morse
Senate Office Building
Washington, D. C.

Dear Senator Morse:

A hearing was held today before the District Engineer, Corps of Engineers, in Portland, at which time a request was made by the navigation interests on the Columbia River and the Highway Departments of Washington and Oregon for the reconstruction of the existing Interstate Bridge, spanning the Columbia River between Portland, Oregon and Vancouver, Washington, to conform with the design approved by the Corps of Engineers for the new bridge which is to be parallel and adjacent to the present structure.

The request was made to do this needed reconstruction because of the obstruction to navigation of the present bridge, the work to be performed under the Truman-Hobbs Act. The permit for the new structure was given June 18, 1954, but no provision was made for the needed changes in the present structure. The new bridge will be higher in the mid-section and with a longer span so that about 90 per cent of the movements of river craft can be made without the use of the lift span. Unless the present structure is remodeled to conform, no benefits accrue to either navigation or highway traffic. The two States have offered to pay half the cost of remodeling the present bridge, the Federal Government the other half, provided the work is done now.

Please refer to the attached brief submitted to the District Engineer by the Highway Commissions of the two states and the navigation interests for further details. The State Highway Commission of Oregon would appreciate your contacting the Chief of Engineers and strongly recommending favorable action on its request.

Very truly yours,

R. H. Baldock
State Highway Engineer

S.
Just mailed on
Wayne Morse's copy

RHB:lg
Attachment
P.S. If you have not already done so, I would appreciate your filing with the District Engineer in Portland a recommendation for favorable action on the request for remodeling the present bridge.

RECEIVED
JUN 27 1955
FOR FILING

7-1-1

5205

June 24, 1955

AIR MAIL

Senator Richard L. Neuberger
Senate Office Building
Washington, D. C.

My dear Senator:

Thank you very much for the copy of the wire from Colonel Moorhead with relation to the application for Truman-Hobbs funds for the reconstruction of the present Interstate Bridge between Vancouver, Washington and Portland, Oregon.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

RICHARD L. NEUBERGER
SENATOR

United States Senate
WASHINGTON, D. C.

JOHN G. JONES
ADMINISTRATIVE ASSISTANT
MARY JANE CHRISTGAU
PERSONAL SECRETARY

June [illegible], 1955

Air Mail

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

I felt it would be helpful to you to know exactly how Colonel [illegible] replied to my telegram urging favorable consideration [illegible] application of [illegible] funds to improvement of the old Interstate bridge. For that reason, a copy of [illegible] is attached.

With best regards, I am,

Sincerely,

Dick

Richard L. Neuberger

RLN:mjc
Encl.

RECEIVED
JUN 23 1955
OFFICE OF
STATE HIGHWAY ENGINEER

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	☐
DAY LETTER	☐
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WESTERN UNION

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W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE
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PLEASE DO NOT FOLD. TYPE OR WRITE MESSAGE PLAINLY WITHIN THE HEAVY LINE BORDER
USE DARK INK OR PENCIL

CHECK	CHARGE TO THE ACCOUNT OF	DATE	TIME FILED
OB277 PRD095	PR LLE192 LONG NL PD PORTLAND ~~GRG 17~~	June 17, 1955	PM 8 04

TO

HONORABLE RICHARD L. NEUBERGER
US SENATE WASH DC

ACKNOWLEDGE RECEIPT OF YOUR TELEGRAM CONCERNING RECONSTRUCTION OF OLD INTERSTATE BRIDGE CROSSING COLUMBIA RIVER BETWEEN PORTLAND, OREGON AND VANCOUVER, WASHINGTON. YOU ARE ASSURED THAT FULL CONSIDERATION WILL BE GIVEN TO THE INTERESTS OF NAVIGATION. PRESENT INFORMATION APPEARS TO INDICATE TRUMAN HOBBS ACT APPLICABLE TO THE RECONSTRUCTION OF OLD BRIDGE TO CONFORM TO THE AUTHORIZED NEW STRUCTURES, AND EVERY EFFORT WILL BE MADE TO DEVELOP ALL PERTINENT FACTS.

MOORHEAD DISTRICT ENGINEER.

Send the above message, subject to the terms on back hereof, which are hereby agreed to

1241 10-51

RECEIVED
JUN 23 1955
FOR FILING

7771

5205

June 20, 1955

Senator Richard L. Neuberger
Senate Office Building
Washington, D. C.

Dear Senator Neuberger:

I thank you very much for the wire you sent to Colonel Moorhead and also for your contact with General Itschner.

Apparently the hearing went very well today and I believe there is a strong possibility, with the full backing of the Congressional delegation, that we can get the Chief of Engineers to make a favorable finding with respect to the need, under the Truman-Hobbs Act, for the reconstruction of the present Interstate Bridge between Portland and Vancouver, spanning the Columbia River, to the same standards as he approved for the proposed new bridge.

I am attaching hereto a copy of the letter that I filed with the District Engineer, together with a copy of a similar letter from the Washington Highway Commission to the District Engineer. Tomorrow I will mail you a copy of the brief presented by the navigation interests.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:lg
Attachments

RECEIVED
JUN 21 1955
FOR FILING

7971
5205

June 20, 1955

Senator John C. F. Merrifield
1015 Equitable Building
Portland, Oregon

Dear Senator Merrifield:

Please be advised that I was away from the office all last week on an inspection trip with the Highway Commission and today have a hearing in Portland on the remodeling of the Interstate Bridge. Tomorrow I leave, for the remainder of the week, on a trip to Eastern Oregon. The first of next week I will answer the communication which you handed to me.

Best personal regards.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:lg

SUBJECT TO THE FOLLOWING

RECEIVED
JUN 21 1955
FOR FILING

DENNIS CHAVEZ, N. MEX., CHAIRMAN
ROBERT S. KERR, OKLA. EDWARD MARTIN, PA.
ALBERT GORE, TENN. FRANCIS CASE, S. DAK.
STUART SYMINGTON, MO. PRESCOTT BUSH, CONN.
STROM THURMOND, S. C. THOMAS H. KUCHEL, CALIF.
PAT MCNAMARA, MICH. NORRIS COTTON, N. H.
RICHARD L. NEUBERGER, OREG. ROMAN L. HRUSKA, NEBR.

United States Senate
COMMITTEE ON PUBLIC WORKS

7971

5205

June 16, 1955

Air Mail

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

Dear Mr. Baldock:

I appreciate very much your informing me so pertinently on the situation which applies to completion of the [illegible] facilities in the Interstate bridge across the Columbia River.

Accordingly, I have sent the attached telegram to my friend Colonel [illegible], the District Engineer of Portland.

I also intend to call up and telephone today [illegible] General Itschner, the Assistant Chief of Engineers, who has been very cooperative with me in matters relating to the activities of the Senate Public Works Committee.

I trust that my affirmative interest in the matter will prove of assistance to the Oregon State Highway Commission in what seems to me a very reasonable proposal that it has offered to the federal government.

With best wishes, I am,

Sincerely,

Dick Neuberger

Richard L. Neuberger
United States Senator

RLN:dc
Encl.

RECEIVED
JUN 20 1955
OFFICE OF
STATE HIGHWAY ENGINEER

DOMESTIC SERVICE

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	
DAY LETTER	
NIGHT LETTER	X

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WESTERN UNION

W. P. MARSHALL, PRESIDENT

1211

INTERNATIONAL SERVICE

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LETTER TELEGRAM	
SHIP RADIOGRAM	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED
			SENATOR NEUBERGER - OFFICIAL	

Send the following message, subject to the terms on back hereof, which are hereby agreed to

JUNE 16, 1955
WASHINGTON, D. C.

COLONEL JAMES MOORHEAD
DISTRICT ENGINEER
CORPS OF ENGINEERS
PITTOCK BLOCK
PORTLAND, OREGON

DEAR JIM:

INCREASING USE OF NAVIGATION ON UPPER COLUMBIA MAKES URGENT WIDENING AND IMPROVEMENT OF DRAW FACILITIES IN OLD INTERSTATE BRIDGE ACROSS RIVER. IN MY OPINION, STATES OF OREGON AND WASHINGTON HAVE MADE EMINENTLY FAIR OFFER IN AGREEING TO FIFTY-FIFTY COST ALLOCATION BETWEEN FEDERAL GOVERNMENT AND THE TWO STATES FOR IMPERATIVE REMODELING OF STRUCTURE. AS UNITED STATES SENATOR FROM OREGON, I URGE FAVORABLE DECISION BY DISTRICT ENGINEER FOR APPLYING TRUMAN-HOBBS ACT FUNDS TO ADDITIONAL HORIZONTAL CLEARANCE IN INTERSTATE BRIDGE BETWEEN PORTLAND AND VANCOUVER. I BELIEVE PROPOSAL PUT FORTH BY HIGHWAY COMMISSIONS OF OREGON AND WASHINGTON ARE IN BEST INTERESTS OF SAFETY, OF HIGHWAY USERS AND OF IMPORTANT RIVER NAVIGATION OPERATIONS. PLEASE FEEL FREE TO CALL UPON ME FOR ANY FURTHER OPINION IN MATTER IF DESIRED BY YOUR STAFF. KIND REGARDS.

DICK NEUBERGER
UNITED STATES SENATOR

cc: Mr. R. H. Baldock
Oregon State Highway Engineer

RECEIVED
JUN 21 1955
FOR FILING

COMMISSIONERS
R. A. MOISIO, CHAIRMAN
TACOMA
R. E. HENSEL, MEMBER
BREMERTON
E. C. HUNTLEY, MEMBER
COLFAX
H. E. MORGAN, MEMBER
LONGVIEW
OSCAR E. STONE, MEMBER
SPOKANE

STATE OF WASHINGTON
ARTHUR B. LANGLIE, GOVERNOR

WASHINGTON
STATE HIGHWAY COMMISSION
DEPARTMENT OF HIGHWAYS
W. A. BUGGE, DIRECTOR
TRANSPORTATION BUILDING
OLYMPIA

DISTRICT OFFICES
NO. 1 SEATTLE 4
480 SPOKANE ST.
NO. 2 WENATCHEE
P. O. BOX 98
NO. 3 OLYMPIA
P. O. BOX 327
NO. 4 VANCOUVER
4200 MAIN STREET
NO. 5 YAKIMA
P. O. BOX 52
NO. 6 SPOKANE 21
N. 2820 MAYFAIR ST.

7971

5205

June 15, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Remodeling of Existing Portland-Vancouver Interstate Bridge

Enclosed herewith for your information is a copy of the statement which will be presented on behalf of the State Highway Commission of Washington at the hearing on June 20 in Portland

Yours very truly,

W. A. BUGGE
Director of Highways

By O. R. DINSMORE
Assistant Director

WAB:AC
ORD
Encl.

RECEIVED
JUN 16 1955
OFFICE OF
STATE HIGHWAY ENGINEER

C
O
P
Y

WASHINGTON STATE HIGHWAY COMMISSION

Department of Highways

Transportation Building
Olympia

June 15, 1955

District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland, Oregon

Remodeling of Existing Portland-
Vancouver Interstate Bridge

Dear Sir:

In response to your Notice of Public Hearing to be held on June 20, 1955, to consider obstructive conditions of existing interstate highway bridge between Portland, Oregon, and Vancouver, Washington, the following is submitted on behalf of the Washington State Highway Commission:

In hearings held in connection with the application made by the Oregon State Highway Commission on behalf of the highway departments of Oregon and Washington for permission to construct a bridge parallel to the existing structure, the Highway Department of Washington has opposed any requirements which would make it necessary to construct the new structure at other than openings and elevations of existing bridge. This opposition was based on the premise that the original bridge was constructed in accordance with a permit from the Corps of Engineers and complied with all conditions of the permit granting authority for such construction.

In the records, evidence was presented by representatives of water transportation agencies which caused the Corps of Engineers to grant a permit for the construction of the proposed parallel bridge with one span of greater length and at a higher elevation. When such conditions were made a part of the permit, they were accepted by the states of Oregon and Washington though such conditions required an estimated additional expenditure of $273,750.00. Such acceptance, however, was with the understanding that the existing structure would be altered by the Corps of Engineers to comply with the span and grade line as authorized for the new structure in conjunction with the new construction.

Furthermore, it is required that a length of 130 feet on the upper end of the dock immediately below the existing bridge in Vancouver be removed, whereas a distance of only 83 feet between centers of the existing and proposed structure is required. This additional length of 47 feet removal has been accepted and will be performed by the states as a benefit to the water transportation at an estimated cost of $67,780.

In the permit granted for the new structure no provision is made for the reconstruction of the existing bridge, and it is the definite feeling of the Highway Commission of the State of Washington that reconstruction of the existing bridge to comply with that required for the new structure should be made jointly with the new construction or follow as soon thereafter as practical.

The construction of the new bridge to comply with the permit which has been granted without the reconstruction of the existing structure will penalize both motor vehicle and water transportation alike, and to require a motor vehicle to sustain a loss by reason of the greater number of openings of the draw span as well as operating over a much steeper gradient is equivalent to a tax on the motor vehicle user for the benefit of water transportation.

The increase in water transportation which has developed and is developing further comes about by reason of the development in the upper river by the federal government. This increase has been evidenced since the completion of the Bonneville Dam, has been added to by the completion of the McNary Dam and shortly will be much further increased upon the completion of The Dalles Dam. All these projects will have been completed and in operation by the time, or near the time, of the completion of the new proposed bridge and therefore should have an immediate effect by increasing the water-borne transportation and adding to the difficulties of operation through not only the existing structure but the new structure if the existing bridge is not reconstructed immediately.

Any plans for the reconstruction of the existing bridge at some future date must take into consideration the motor vehicle traffic which must necessarily be handled in connection with the project. The present structure, with an annual average daily of 30,000 vehicles, has reached its capacity and on special occasions has reached a point of serious saturation. In the reconstruction of the existing bridge, it will be necessary to handle all traffic on the new structure, which is being designed for three lanes at an estimated traffic for 1965 of 45,500 annual average daily vehicles, which is far in excess of the capacity of a three-lane structure to handle. It would therefore seem not only desirable but essential that the reconstruction of the existing bridge be carried on immediately following the date all traffic could be turned on to the new structure.

The State Highway Commission of the State of Washington concurs in the benefit ratio to the vehicular traffic of 20 % of the total cost of the revision to the existing bridge, and only that amount should rightfully be allocated to the owners of the bridge in accordance with the Truman-Hobbs Act. However, should the reconstruction of the existing bridge be performed in connection with the construction of the new bridge, the State Highway Commission of the State of Washington would join with the State Highway Commission of the State of Oregon in accepting an allocation of remodeling costs on a 50-50 basis between the states and the federal government.

Yours very truly,

W. A. BUGGE
Director of Highways

By O. R. DINSMORE
Assistant Director

WAB:ac
ORD

FORM 8-122 90M REVISED 2-52

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STATE HIGHWAY DEPARTMENT
SALEM

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STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

June 10, 1955

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

COPY

Re: Remodeling of existing
Portland-Vancouver
Interstate Bridge

Dear Sir:

Pursuant to your notice of a public hearing to be held on June 20 concerning the obstructive condition of the existing interstate highway bridge crossing the Colubmia River between Portland, Oregon and Vancouver, Washington, the following statement is submitted on behalf of the Oregon State Highway Commission.

The matter before you at this time is primarily concerned with the obstruction to navigation by the existing bridge across the Columbia River. Any consideration of this matter, however, must take into account the additional structure which is to be built alongside and immediately downstream from the existing bridge. This additional bridge will be built pursuant to the permit issued by the Chief of Engineers dated June 18, 1954. The relationship of the proposed bridge and the existing bridge is shown on the attached print from a drawing dated July 3, 1953 and entitled "Proposed Bridge over Columbia River," Sheet 1 of 4.

In brief, the permit for the new structure requires a considerably higher grade line than is provided by the existing bridge. At the highest point in the grade line for the new bridge, the vertical clearance will be 37.6 feet more than is provided by the existing bridge. To provide this clearance, ascending and descending grades of 4.733 per cent are required in the roadway of the new bridge. All highway traffic passing over the new structure must climb this grade, involving considerable extra cost and inconvenience. If it were not for the lower clearances of the existing structure preventing the passing of shipping under the fixed spans, this disadvantage would be offset, at least in part, by the fewer number of openings of the drawspan and the decrease in delay and inconvenience to traffic because of such openings. The permit for the new structure also provides a fixed span double the length of the adjacent fixed spans in the existing bridge. The permit for the new structure, however, makes no mention of any revisions to the existing bridge, and neither highway traffic nor river navigation will derive any benefit from the additional clearances provided until the existing bridge is remodeled to provide equal clearances. Under the present program all highway traffic will be subjected to the additional cost occasioned by the rise and fall of the grade line without any benefits due to decrease in opening of the drawspan.

The building of the new structure immediately adjacent to the existing bridge and on a different grade line will result in an appearance which will justly subject both the states and the federal government to criticism by all who have occasion to use the structure.

At the public hearing held on November 19, 1953, a statement was filed with your office giving in detail the highway traffic using the existing structure. This statement was further amplified by a summary of oral testimony presented at the hearing in a letter dated November 24, 1953. In this letter of November 24, 1953, a tabulation was presented showing the number of openings of the drawspan in each year from 1942 to and including 1952. River traffic through the drawspan has increased at a rate of approximately three per cent per year during the years of 1953 and 1954. The drawspan was opened 3,435 times in 1953 and 3,551 times in 1954. Traffic during the first four months of 1955 has increased at approximately the same rate.

The State Highway Commission does not consider itself qualified as an expert in the needs of navigation. It has, however, kept generally familiar with developments on the Columbia River and has been advised of the purchase of larger tugs and barges for use upon the completion of the Columbia River dam at The Dalles. It also has been advised that when the John Day dam is built further increase in size and in number of craft using the Columbia River will take place.

The attached tabulation shows the delays to river traffic by reason of failures in the operation of the present drawspan taken from the bridge log during the past 14 years, which is quite informative.

At the previous hearings navigation interests have made a strong case on the obstruction to navigation presented by the existing bridge, and on the basis of this testimony the Chief of Engineers has found it advisable to require the additional vertical and horizontal clearances for the new structure. If the navigational requirements are such that these clearances are necessary for the new structure, we believe that the existing bridge should be remodeled now to provide equal clearances. With the further development in river traffic that is in process, the effect of this obstruction will increase, and it must be anticipated that within a relatively short time the seriousness of the situation will force the remodeling of the existing bridge to provide clearances equal to those which will be afforded by the new structure under the terms of the permit granted for it. It will require 2½ years to build the new bridge and an additional year to remodel the existing bridge, so that the obstruction to navigation cannot be removed until 1959 even if ordered now. It would be quite difficult, if not impossible, to remedy the present obstruction to navigation were it not for the proposed construction of a parallel bridge which will permit the highway traffic to move freely while the present bridge is being reconstructed.

Engineers of the State Highway Department have conferred with navigation interests from time to time and the obstruction presented by the existing bridge has been discussed. The existing vertical clearances will not permit the tugboats to pass under the fixed spans except at the lowest water stages. The drawspan is immediately adjacent to the Washington shore where a cross current toward the shore makes it very difficult to hold long tows in the channel. The economical tow consists of several barges or rafts. In towing down stream the hazard at the present drawspan often makes it advisable to split these tows up so that single barges or rafts are taken through. The increased vertical and horizontal clearances which will be provided by the new bridge and by the existing bridge, if the proposed remodeling is authorized, will allow the passage of barge and raft tows under the fixed spans at all times except flood stages.

The Oregon State Highway Commission, after full consideration of the problem and in view of the unsatisfactory condition that will result from the construction of the new bridge on a different grade line than the existing structure, urges your favorable consideration of the proposal to remodel the existing bridge at the present time so that the obstructions to navigation may be removed and the disadvantages to highway traffic by reason of the higher grade line may be compensated by a reduction in the number of openings of the drawspan. Such remodeling unquestionably qualifies the project for admission under the terms of the Truman-Hobbs Act, whereby the cost of such remodeling is allocated between the owners of the bridge and the Federal Government.

The benefits that would accrue to highway traffic come from the fewer openings of the drawspan and elimination of a considerable part of the delay caused by these openings. Offsetting these benefits is the cost and slower speeds of operation over the rise and fall of the highway grade line. River navigation will benefit by passing under the fixed spans with barge and raft operation at practically all river stages without waiting for the opening of the draw. The additional horizontal clearance will permit the safe movement of several barges or rafts in a single tow rather than singly as is now necessary at the more restricted drawspan. It is our thought that, in equity, not more than 20 per cent of the total cost of the revision to the existing bridge should be allocated to the owners of the bridge in accordance with the intent of the Truman-Hobbs Act.

The revisions to the existing bridge requires that the structure be closed to highway traffic while the work is going on. If this work can be done immediately after the new structure is opened to travel and coordinated with the building of the new structure, inconvenience and disruption of highway traffic will be held to a minimum. Highway traffic is increasing each year and the longer the remodeling of the existing bridge is delayed, the more serious will be the effect on traffic. The two states are willing to accept an allocation of the remodeling costs on a fifty-fifty basis between the states and the Federal Government if the work can be done now. A preliminary investigation of the remodeling has been made. It is estimated that the remodeling cost will be $2,310,000.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

By
R. H. Baldock (sgd.)
R. H. Baldock
State Highway Engineer

Encls.
cc W. A. Bugge

ACCIDENTS RESULTING IN DELAYS TO RIVER TRAFFIC

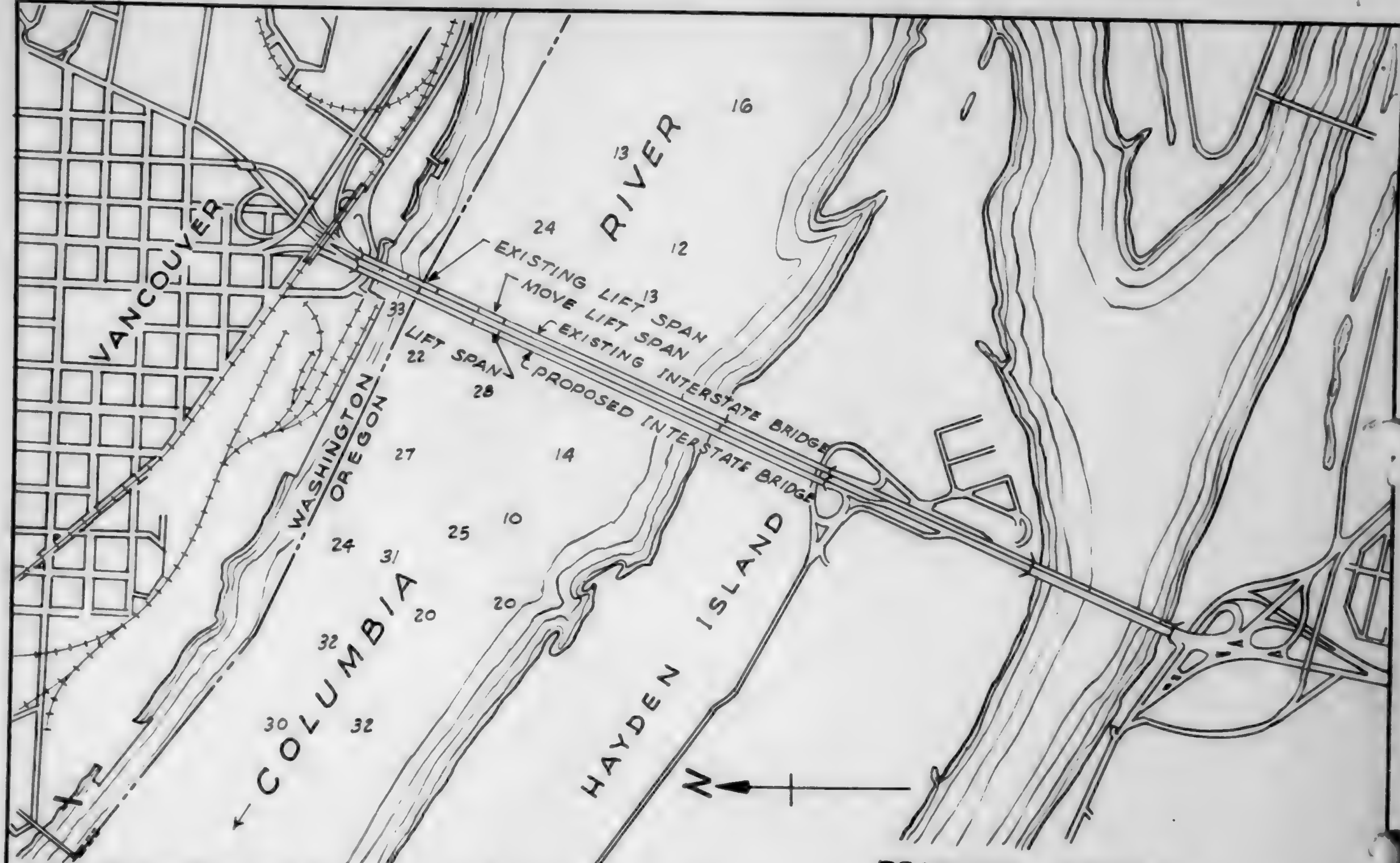
INTERSTATE BRIDGE

	1941-1945	1946-1950	1951-1955	Total
1. Electrical equipment failure - blown fuse - ice on bus bars, etc.	1	5	5	11
2. Power failure	1	2	3	6
3. Unable to hear signal - strong wind, weak whistle	1	6	1	8
4. Traffic jam on bridge - troop convoy, 5 o'clock rush	5	1		6
5. Wrecks or stalled cars on bridge	1	3	4	8
6. Pier collision by tow or log raft in fog	2			2
TOTALS	11	17	13	41

TIME (Bridge operators log does not record length of delay in all instances.):

1. Delays run from 1 to 20 minutes. On November 30, 1952, Interlock Switch failed and resulted in delay of 75 minutes.
2. 4 failures averaged 6 minutes; 1 was 21 minutes; 1 was 70 minutes.
3. Delays run from 1 to 10 minutes.
4. Delays all short, 1 to 5 minutes.
5. Delays from 5 to 10 minutes.
6. Delays 10 to 16 minutes.

IAD:reb
6/10/55

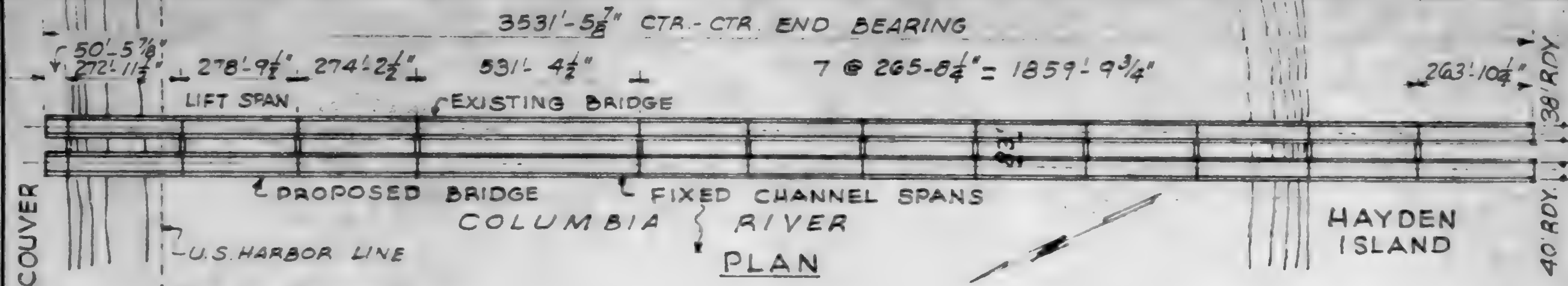


SOUNDINGS AND ELEVS. ARE IN FT. AND REFER TO COLUMBIA RIVER DATUM, 1929 ADJUSTMENT. LOW WATER 1.4 FT. ABOVE M.S.L.
MILES ABOVE MOUTH - 104.5

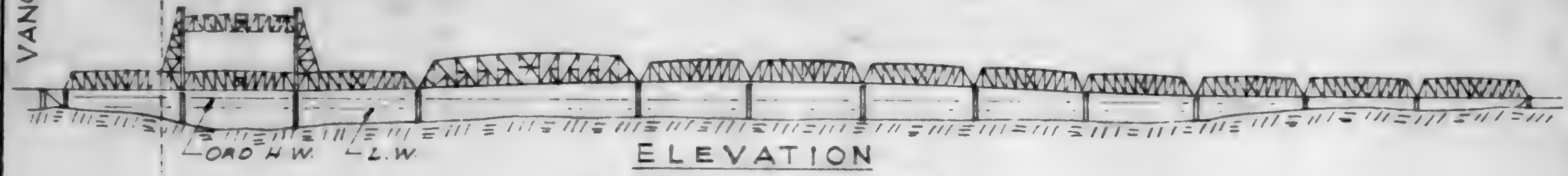
LOCATION MAP

0 500 1000 2000
SCALE IN FEET

PROPOSED BRIDGE
OVER
COLUMBIA RIVER
BETWEEN
PORTLAND, ORE. & VANCOUVER, WASH.
U.S. HIGHWAY 99
SEC. 34 T2N. R1E. W.M.
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
WASHINGTON STATE DEPARTMENT OF HIGHWAYS
JAN. 29, 1954 SHEET 1 OF 4

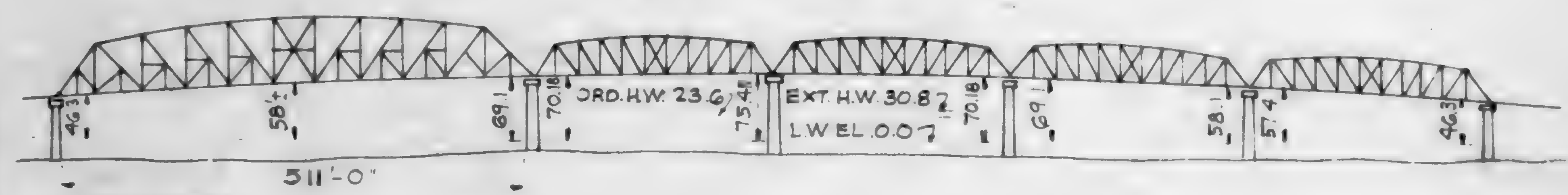


PLAN



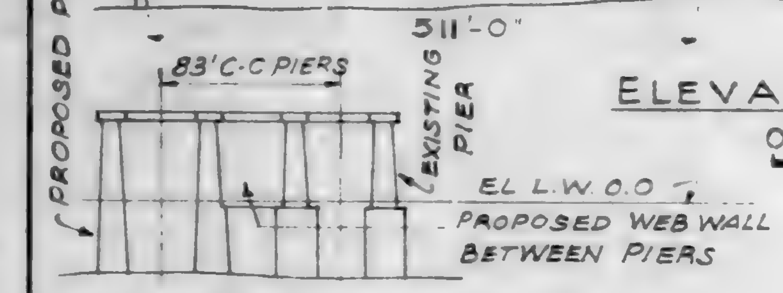
ELEVATION

0 200 400 600 800
SCALE IN FEET



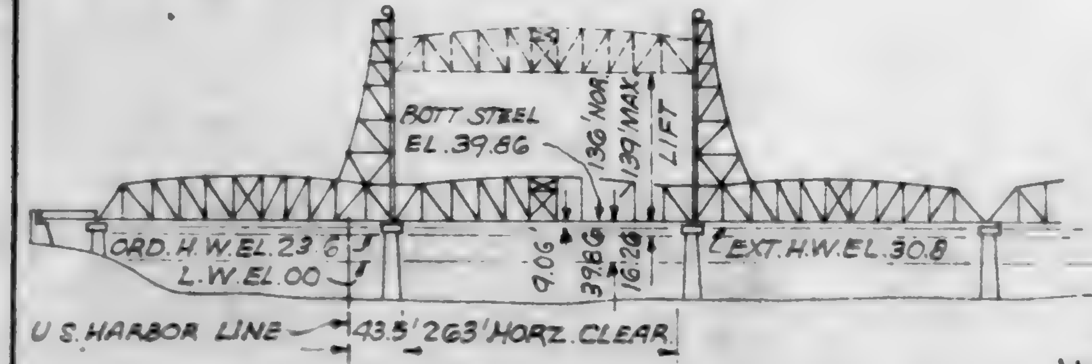
ELEVATION OF FIXED CHANNEL SPANS

0 100 200 300 400
SCALE IN FEET



ELEVATION OF PIER

SOUNDINGS AND ELEVATIONS ARE IN FEET AND REFER TO COLUMBIA RIVER DATUM, 1929 ADJUSTMENT. LOW WATER 1.4 FT. ABOVE M.S.L. MILES ABOVE MOUTH - 106.5



ELEVATION OF CHANNEL LIFT SPANS

PROPOSED NEW BRIDGE AND
EXISTING BRIDGE AFTER ALTERATIONS
COLUMBIA RIVER
BETWEEN
PORTLAND, ORE. & VANCOUVER, WASH.
U.S. HIGHWAY 99
SEC. 34 T. 2N. R. 1E. W.M.
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
WASHINGTON STATE DEPARTMENT OF HIGHWAYS
JULY 19, 1954 SHEET 2 OF 4

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United States Senate
COMMITTEE ON FOREIGN RELATIONS

RECEIVED
JUN 21 1955
FOR FILING

7971
5205

June 14, 1955

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Baldock:

Thank you for your letter of June 10 concerning the hearing in Portland on June 20.

I appreciate the background details which you provided, and I shall await word from you concerning the hearing. As soon as I hear from you, I shall be very glad to take up the matter with the Chief of Engineers.

With kindest regards,

Sincerely,

Wayne Morse

Wayne Morse

WM/mkk

RECEIVED
JUN 20 1955
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 4 - 1955
FOR FILING

FORM E-30 25M 9-51 52315

7971

5205

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1955

SUBJECT: Time schedule - Portland-Vancouver Interstate Bridge

To: Mr. R. H. Baldock

NOTED
State Highway Engineer

I talked to Mr. Bugge about the time for contracting the Interstate Bridge. He concurs with us that it should be delayed until we have had the hearing before the District Engineer on the remodeling of the old bridge and have a pretty good idea of what the Engineers' recommendation will be. No definite date was set but tentative advertisement about the first of August would seem appropriate.

The Washington State Supreme Court is to hear arguments on the legality of the agreement between the states on June 20. They hope that they can have a decision within 30 days after that time.

I do not believe we can have plans ready before August 1 and probably not then as the Washington Bridge Division is not allowed to go ahead with their part of the work until this court decision is rendered and the auditor authorizes payment of the design costs.

GSPaxson
G. S. Paxson

GSP:gm

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JUN 1[illegible] 1955
FOR FILING

7771

52.5

June 10, 1955

This letter also sent to Senators Morse & Neuberger

AIR MAIL

Honorable Edith Greene
House Office Building
Washington, D. C.

Dear Mrs. Greene:

On June 18, 1954, the states of Oregon and Washington received a permit from the Chief of Engineers for the building of a bridge across the Columbia River between Portland, Oregon and Vancouver, Washington parallel and adjacent to the present Interstate Bridge.

The permit for the new structure requires a considerably higher grade line than is provided by the existing bridge. At the highest point in the grade line for the new bridge, the vertical clearance will be 37.6 feet more than is provided by the existing bridge. The permit for the new structure also provides a fixed span double the length of the adjacent fixed spans in the existing bridge. The permit for the new structure, however, makes no mention of any revisions to the existing bridge, and neither highway traffic nor river navigation will derive any benefit from the additional clearances provided until the existing bridge is remodeled to provide equal clearances. Under the present program all highway traffic will be subjected to the additional cost occasioned by the rise and fall of the grade line without any benefits due to decrease in opening of the drawspan. If the present bridge is remodeled to conform to the specifications for the new bridge immediately after the new bridge is opened, it will then be possible to eliminate about 90 per cent of the bridge openings.

A new hearing before the Corps of Engineers has been scheduled in Portland on June 20 at which time the Highway Departments of Oregon and Washington and those people operating boats, tugs and barges on the Columbia River will present data on the obstructions to navigation caused by the present bridge and request that the Secretary of War consider the remodeling of the old bridge under the terms of the Truman-Hobbs Act, whereby there is an allocation of cost between the owners of the bridge and the Federal Government. The benefits which would accrue to highway traffic come from fewer openings of the drawspan and elimination of a considerable part of the delay caused by these openings. Offsetting these benefits is the cost and slower speeds of operation over the rise and fall of the highway grade line. River navigation will benefit by passing under the fixed spans with barge and raft operation at practically all river stages without the need of passing through the drawspan. The additional horizontal clearance will permit the safe movement of several barges or rafts in a single tow rather than singly as is now necessary at the more restricted drawspan.

It has been the thought of the Oregon and Washington Highway Commissions that in equity not more than 20 per cent of the total cost of the revision to the existing bridge should be allocated to the owners of the bridge in accordance with the intent of the Truman-Hobbs Act. However, the two states are willing to accept an allocation of the remodeling costs on a fifty-fifty basis between the states and the Federal Government if the work can be done now. The remodeling cost is estimated to be $2,310,000.

We would appreciate your taking this matter up with the Chief of Engineers subsequent to the hearing in Portland on June 20.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:lg

RECEIVED
[illegible] 1955
[illegible] FILING

7991

5205

June 10, 1955

The District Engineer
Corps of Engineers
U. S. Army
[illegible] Pittock Block
Portland 5, Oregon

Re: Remodeling of existing
Portland-Vancouver
Interstate Bridge

Dear Sir:

Pursuant to your notice of a public hearing to be held on June 20 concerning the obstructive condition of the existing interstate highway bridge crossing the Columbia River between Portland, Oregon and Vancouver, Washington, the following statement is submitted on behalf of the Oregon State Highway Commission.

The matter before you at this time is primarily concerned with the obstruction to navigation by the existing bridge across the Columbia River. Any consideration of this matter, however, must take into account the additional structure which is to be built alongside and immediately downstream from the existing bridge. This additional bridge will be built pursuant to the permit issued by the Chief of Engineers dated June 1[illegible], 1954. The relationship of the proposed bridge and the existing bridge is shown on the attached print from a drawing dated July 3, 1953 and entitled "Proposed Bridge over Columbia River," Sheet 1 of 4.

In brief, the permit for the new structure requires a considerably higher grade line than is provided by the existing bridge. At the highest point in the grade line for the new bridge, the vertical clearance will be 37.[illegible] feet more than is provided by the existing bridge. To provide this clearance, ascending and descending grades of 4.733 per cent are required in the roadway of the new bridge. All highway traffic passing over the new structure must climb this grade, involving considerable extra cost and inconvenience. If it were not for the lower clearances of the existing structure preventing the passing of shipping under the fixed spans, this disadvantage would be offset, at least in part, by the fewer number of openings of the draw-span and the decrease in delay and inconvenience to traffic because of such openings. The permit for the new structure also provides a fixed span double the length of the adjacent fixed spans in the existing bridge. The permit for the new structure, however, makes no mention of any revisions to the existing bridge, and neither highway traffic nor river navigation will derive any benefit from the additional clearances provided until the existing bridge is remodeled to provide equal clearances. Under the present program all highway traffic will be subjected to the additional cost occasioned by the rise and fall of the grade line without any benefits due to decrease in opening of the draw-span.

The building of the new structure immediately adjacent to the existing bridge and on a different grade line will result in an appearance which will justly subject both the states and the federal government to criticism by all who have occasion to use the structure.

At the public hearing held on November 19, 1953, a statement was filed with your office giving in detail the highway traffic using the existing structure. This statement was further amplified by a summary of oral testimony presented at the hearing in a letter dated November 24, 1953. In this letter of November 24, 1953, a tabulation was presented showing the number of openings of the drawspan in each year from 1942 to and including 1952. River traffic through the drawspan has increased at a rate of approximately three per cent per year during the years of 1953 and 1954. The drawspan was opened 3,435 times in 1953 and 3,551 times in 1954. Traffic during the first four months of 1955 has increased at approximately the same rate.

The State Highway Commission does not consider itself qualified as an expert in the needs of navigation. It has, however, kept generally familiar with developments on the Columbia River and has been advised of the purchase of larger tugs and barges for use upon the completion of the Columbia River dam at The Dalles. It also has been advised that when the John Day dam is built further increase in size and in number of craft using the Columbia River will take place.

The attached tabulation shows the delays to river traffic by reason of failures in the operation of the present drawspan taken from the bridge log during the past 14 years, which is quite informative.

At the previous hearings navigation interests have made a strong case on the obstruction to navigation presented by the existing bridge, and on the basis of this testimony the Chief of Engineers has found it advisable to require the additional vertical and horizontal clearances for the new structure. If the navigational requirements are such that those clearances are necessary for the new structure, we believe that the existing bridge should be remodeled now to provide equal clearances. With the further development in river traffic that is in process, the effect of this obstruction will increase, and it must be anticipated that within a relatively short time the seriousness of the situation will force the remodeling of the existing bridge to provide clearances equal to those which will be afforded by the new structure under the terms of the permit granted for it. It will require 2½ years to build the new bridge and an additional year to remodel the existing bridge, so that the obstruction to navigation cannot be removed until 1959 even if ordered now. It would be quite difficult, if not impossible, to remedy the present obstruction to navigation were it not for the proposed construction of a parallel bridge which will permit the highway traffic to move freely while the present bridge is being reconstructed.

Engineers of the State Highway Department have conferred with navigation interests from time to time and the obstruction presented by the existing bridge has been discussed. The existing vertical clearances will not permit the tugboats to pass under the fixed spans except at the lowest water stages. The drawspan is immediately adjacent to the Washington shore where a cross current toward the shore makes it very difficult to hold long tows in the channel. The economical tow consists of several barges or rafts. In towing down stream the hazard at the present drawspan often makes it advisable to split these tows up so that single barges or rafts are taken through. The increased vertical and horizontal clearances which will be provided by the new bridge and by the existing bridge, if the proposed remodeling is authorized, will allow the passage of barge and raft tows under the fixed spans at all times except flood stages.

The Oregon State Highway Commission, after full consideration of the problem and in view of the unsatisfactory condition that will result from the construction of the new bridge on a different grade line than the existing structure, urges your favorable consideration of the proposal to remodel the existing bridge at the present time so that the obstructions to navigation may be removed and the disadvantages to highway traffic by reason of the higher grade line may be compensated by a reduction in the number of openings of the drawspan. Such remodeling unquestionably qualifies the project for admission under the terms of the Truman-Hobbs Act, whereby the cost of such remodeling is allocated between the owners of the bridge and the Federal Government.

The benefits that would accrue to highway traffic come from the fewer openings of the drawspan and elimination of a considerable part of the delay caused by these openings. Offsetting these benefits is the cost and slower speeds of operation over the rise and fall of the highway grade line. River navigation will benefit by passing under the fixed spans with barge and raft operation at practically all river stages without waiting for the opening of the draw. The additional horizontal clearance will permit the safe movement of several barges or rafts in a single tow rather than singly as is now necessary at the more restricted drawspan. It is our thought that, in equity, not more than 20 per cent of the total cost of the revision to the existing bridge should be allocated to the owners of the bridge in accordance with the intent of the Truman-Hobbs Act.

The revisions to the existing bridge requires that the structure be closed to highway traffic while the work is going on. If this work can be done immediately after the new structure is opened to travel and coordinated with the building of the new structure, inconvenience and disruption of highway traffic will be held to a minimum. Highway traffic is increasing each year and the longer the remodeling of the existing bridge is delayed, the more serious will be the effect on traffic. The two states are willing to accept an allocation of the remodeling costs on a fifty-fifty basis between the states and the Federal Government if the work can be done now. A preliminary investigation of the remodeling has been made. It is estimated that the remodeling cost will be $2,310,000.

Respectfully submitted,

OREGON STATE HIGHWAY COMMISSION

By

R. H. Baldock
State Highway Engineer

GSP:gm

W. A. Bugge
cc G. S. Paxson
P. M. Stephenson

ACCIDENTS RESULTING IN DELAYS TO RIVER TRAFFIC

INTERSTATE BRIDGE

	1941-1945	1946-1950	1951-1955	Total
1. Electrical equipment failure - blown fuse - ice on bus bars, etc.	1	5	5	11
2. Power failure	1	2	3	6
3. Unable to hear signal - strong wind, weak whistle	1	6	1	8
4. Traffic jam on bridge - troop convoy, 5 o'clock rush	5	1		6
5. Wrecks or stalled cars on bridge	1	3	4	8
6. Pier collision by tow or log raft in fog	2			2
TOTALS	11	17	13	41

TIME (Bridge operators log does not record length of delay in all instances.):

1. Delays run from 1 to 20 minutes. On November 30, 1952, Interlock Switch failed and resulted in delay of 75 minutes.
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4. Delays all short, 1 to 5 minutes.
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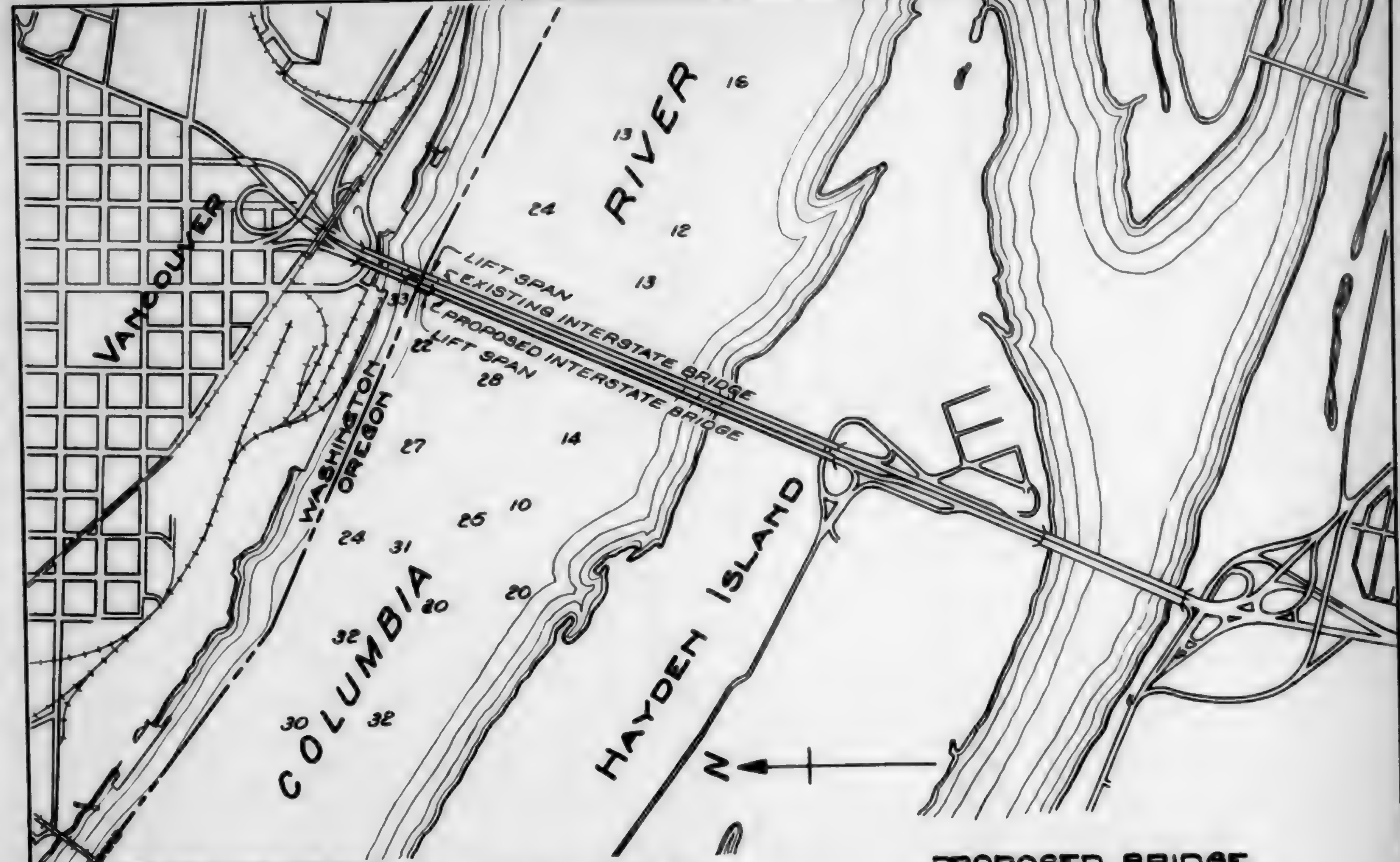
IAD:reb
6/10/55



SOUNDINGS AND ELEVS. ARE IN FT. AND REFER TO COLUMBIA RIVER DATUM, 1929 ADJUSTMENT. LOW WATER 1.4 FT. ABOVE M.S.L.
MILES ABOVE MOUTH - 104.5

LOCATION MAP

0 500 1000 2000
SCALE IN FEET

APPROVED:
PORT OF VANCOUVER, WASH.

PRESIDENT

SECRETARY

PROPOSED BRIDGE
OVER
COLUMBIA RIVER
AT
PORTLAND
PACIFIC HIGHWAY - MULTNOMAH CO.
SEC. 34 - T2N - R1E - W.M.
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
JULY 3, 1953

SHEET 1 OF 4

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June 10, 1955

Mr. W. A. Bugge
Director
Washington Department of Highways
Olympia, Washington

Dear Mr. Bugge:

At the conference held in Portland Monday which Mr. Dinsmore attended, Colonel Moorhead advised that a hearing to qualify a bridge in Michigan under the Truman-Hobbs Act had been held in 1953 and that he would soon have a transcript of the testimony presented at the hearing. There was quite a mass of testimony presented, most of it being from people who were stressing the inadequacy of the existing bridge to carry the highway and railroad traffic.

While this might have considerable influence on the allocation of costs for a remodeling, the decision as to whether the remodeling should be done under the Truman-Hobbs Act would depend entirely upon the effect which the bridge had on navigation. The only organizations testifying as to the effect on navigation were the State Water Works Commission and the Lake Carriers Association. The State Water Works Commission's testimony had to do with the proposed development on the lake front, and particularly with the establishment of refuge harbors. They brought out the danger of passing through the existing bridge to the refuge harbor and stated that many ships preferred to endure the storm in bad weather rather than attempt passage through the bridge. The principal testimony was presented by Admiral Spencer, President of the Lake Carriers Association. He brought out quite forcefully the danger in taking large vessels through the span.

I notice in the transcript of testimony that the representative in Congress from the Michigan district appeared in person at the hearing and that there were letters from both Michigan senators to the District Engineer urging favorable consideration. I am writing our Congressional delegation asking that they write the District Engineer urging that every possible step be taken to eliminate obstructions to navigation. I believe if the Washington delegation would do likewise it would have a considerable effect on the Corps of Engineers.

I am attaching a copy of a statement which I have prepared for submission at the hearing on June 20 as presentation by the Oregon Highway Commission. I would appreciate a copy of your statement.

I am also attaching a copy of a letter which I am sending to Mr. Thomas White, Attorney for the Columbia Basin River Operators, suggesting a line of testimony which we believe should be brought out by the navigators.

The complete transcript and the exhibits presented at the Houghton, Michigan, hearing are being returned to Colonel Moorhead, and I know they will be available for your study if you will ask for them.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encls.
GSP:gm

cc G. S. Paxson
P. M. Stephenson

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June 10, 1955

Mr. Thomas J. White
Attorney
Columbia Basin River Operators
1100 Jackson ~~Street~~ Tower
Portland, Oregon

Dear Mr. White:

We have had opportunity to go over the transcript of testimony presented at the hearing in Michigan in which they qualified the Houghton Bridge for Federal participation under the Truman-Hobbs Act. The testimony, insofar as navigation is concerned, was presented by the State Water Works Commission and by the Lake Carriers Association. The State Water Works Commission described the improvements which were contemplated on the lake shore and stressed the danger of bringing large ships through the inadequate drawspan, especially during inclement weather. The most effective testimony was presented by Admiral Spencer, President of the Lake Carriers Association. I am attaching a print from a prepared statement of Admiral Spencer.

I believe very effective testimony could be presented by you and your organization along similar lines. I would suggest that you emphasize the following points:

1. The present structure was built more than 40 years ago and presumably was adequate for the needs of navigation at that time, but that there has been a tremendous development in river commerce during these 40 years and that it would not be reasonable to assume that a structure adequate that long ago would still be adequate under present conditions.

2. The present drawspan, while over the deepest water in the river, is immediately adjacent to the Washington shore, and currents set in toward this shore which have a tendency to force tows of barges and rafts onto the north pier and against the warehouse development below the bridge on the Vancouver shore.

3. Stress the fact that, in the towing of log rafts, long lines must be used and that the controlling of these rafts is a very difficult matter, especially when towing is being done downstream.

4. Stress the fact that economical towing requires several barges or rafts to be moved together with one boat and that on certain stages of the river it is necessary to break up these tows into single rafts in order to pass safely through the drawspan.

5. Bring out the fact that new equipment has or is in the process of being built which is larger and heavier than anything now operating on the river and that even larger equipment is planned when The Dalles dam is completed and it is no longer necessary to go through the Celilo Canal.

6. Bring out the fact that navigation interests understood that the clearances set up in the permit for the new structure were also to be applied to the existing bridge and that the present authorization for the new bridge not only provides no relief whatever from the existing obstruction but, because of the longer distance through the combined drawspans, the obstruction is increased.

7. Cite specific delays to watercraft by reason of electrical equipment failing, power failures, not hearing signals due to wind currents, traffic jams on bridge preventing clearing of bridge, traffic wrecks preventing opening of span, and pier collisions by watercraft. This record is attached hereto.

Undoubtedly with the long experience of your organization in these matters, other reasons for modifications of the existing bridge can be found. I wish to stress the importance of this matter and urge that every possible effort be made to make a record sufficient to justify the application of the Truman-Hobbs Act to this problem.

I sent the complete transcipt of the Michigan hearing to your office last Wednesday so that you could have opportunity to examine it.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc W. A. Bugge

Encls.

GSP:gm
cc G. S. Paxson
P. M. Stephenson

P.S. I note in the transcript of the testimony that the representatives of Congress from the Michigan District appeared in person urging favorable consideration to eliminate obstruction to navigation. Would suggest that you contact the two senators and Representative Green and ask them to do this.

R.H.B.

STATEMENT
OF
LYNDON SPENCER
PRESIDENT, LAKE CARRIERS' ASSOCIATION
HOUGHTON, MICHIGAN
OCTOBER 15, 1953

I am appearing here today as the representative of 27 steamship companies who operate 324 bulk cargo vessels, 7 barges and 2 tugs on the Great Lakes. These vessels have a registered tonnage of 2,222,398 gross tons and a trip carrying capacity of 3,559,800 gross tons.

There seems to be no particular name for the bridge under discussion today but, since there is only one bridge across the Keweenaw Waterway, we must all be talking about the same structure. It is a combined highway and railway bridge crossing Portage Lake and connecting the cities of Houghton and Hancock, Michigan.

The present structure was built in 1895, which makes it 58 years old. The draw span was rebuilt in 1906, after the previous span had toppled into the water as a result of a collision with a steamer. The bridge was out of operation for a whole year after the accident and there may be some people here today who remember the resultant inconvenience.

The following description of the draw span and the channels through the opening is taken from the Great Lakes Pilot issued by the Corps of Engineers, U.S. Army, April 1953:

Exhibit No. 1

R. McEwen

"The draw span is 288 feet long, carrying the railroad below and the highway above. The two arms of the draw span are of equal length, but the channel openings are slightly unequal in width - the south opening 118 feet and the north opening 107 feet in the clear. Height of lowest part above low water, 5½ feet. The bridge is electrically operated."

"The channel at the south draw opening has a clear width of 118 feet and a depth of 25 feet for the entire width, and is free from obstruction. In the north channel there is a depth of 25 feet or more for 100 feet width, the deep water running close to the center pier and to within 7 feet of the old timber fender projecting into the channel from the north side."

In the files of our Association is correspondence going back to 1929 which shows the bridge at that time was considered to present undue interference to navigation. Our belief that the bridge should be replaced with a structure giving more consideration to ships has never changed, although our actions to obtain a new structure have been influenced by existing conditions, such as depressions and wars, and tempered by a realization that the people of this area are entirely dependent upon the bridge.

Our Association is guided in its actions by the recommendations of several Committees of varying composition. One is our Navigation Committee, which has as members twelve masters of vessels of different types. Four members of this committee change every year so that we get a wide representation of active sailers over a period of years. This committee has recommended replacement of the bridge in question for five consecutive years.

Another group, called the Shore Captains' Committee, has from nine to twelve members. All are men who sailed as masters for many years but are now ashore assisting management of various companies. These men are our "elder statesmen" in matters affecting navigation. They, too, have continued to recommend replacement of the Houghton-Hancock bridge for many years.

To sample general opinion, the masters of the vessels of one company were asked recently to comment on the bridge across the Keweenaw Waterway. Eight replies were received and in every one of them the bridge was considered a menace. True copies of these letters in their entirety will be made available to the Corps of Engineers, but in this statement only excerpts from each one are quoted.

1. "Draws of the bridge are too narrow . . . and I've anchored at night in Portage Lake and waited for daylight to go through this bridge."

2. "Through there several times in the last ten years and I don't think I've been through there without rubbing on one side or the other."

3. "Trying to get a ship lined up to go through the draw is difficult."

4. "(There is a) hazardous condition . . . (caused) by cross winds while sailing a light ship."

5. "Anchored account of N.W. wind, at the Portage East entrance for ten hours . . . the draw of the bridge being too narrow to navigate with safety in a high wind and a light boat."

6. "For the last ten years . . . I have not traversed the Portage Canal in either direction. I have had a number of occasions when this would have been an advantage but due to the hazard of navigating a large freighter through the narrow draw of the bridge, I felt it was inadvisable."

7. "I am afraid to go through there . . . I will rather anchor outside and wait, than to pass through that bridge, it is too risky."

8. "The draw is too narrow for a light ship with a cross wind."

These few letters, I can assure you, reflect the opinions and thoughts of all the vessel personnel and well sum up the reasons why this bridge presents undue hazards to navigation. With your permission, I should like to expand upon the reasons and point out the injury resulting to navigation.

The swing span is too narrow to permit safe passage of vessels. The wider of the two openings is only 118 feet. While this might have been all right fifty years ago, it is far from sufficient today. At that time the first boats with a length of 500 feet and a beam of 60 feet were just being built, but in the recent building program of some twenty-five vessels, every one had a length of well over 600 feet and all but four had a beam of at least 70 feet. The lengths run up to 714 feet and a vessel now building will have a beam of 75 feet. It doesn't take any imagination to visualize the almost impossibility of putting a ship 700 feet long with a beam of 70 feet through a bridge opening of only 118 feet.

The difficulty is greatly increased by the wind and currents that are prevalent in the waterway. The bridge is located across a narrow channel with high, steep banks that make a natural flue through which the winds draw and are intensified. Their effect on a light vessel is to make the boat "crab" through the bridge and there isn't room for a vessel to go through even partially sideways. Currents generated by the winds add to the hazards.

Because these difficulties are well known to masters, they take either one of two courses of action; (1) they refrain from using the canal, (and this is the course almost invariably followed by the larger vessels) or (2) unless conditions are almost ideal they anchor and wait for nearly calm water.

Here is a Federal project on which the Government has spent little over nine million dollars to provide a safe passage for all vessels but which, because of one restrictive feature (a bridge) is used almost never by larger vessels and only occasionally by anything but small craft. Many of the vessels that do use the Waterway lose valuable time by anchoring until weather conditions are good before going through the bridge. Others lose still more time by avoiding the Waterway entirely and in case of bad weather anchoring elsewhere. The bridge under discussion defeats in a large measure the reason for maintaining the Waterway.

For the past ten years the number of passages through the bridge by other than small craft has averaged only 400 per year. It is rather difficult to say exactly how many vessels might want to use the waterway but, with the help of the Weather Bureau, I think we can arrive at a fairly accurate and extremely conservative figure.

One of the reasons for the development of this waterway was to provide a safe passage in times of bad weather. Information given us by the Weather Bureau shows that an annual average of 30 storm warnings are issued for Lake Superior and that the warnings cover an average period of 18 hours in the vicinity of the Keweenaw Peninsula. Simple arithmetic tells us that storm warnings are up for this area for a total of 540 hours, or 23 days, per sailing season. We know that the number of vessels passing Keweenaw averages close to 100 per day. So, in the average year, 2300 vessels would have good reason to use the Keweenaw Waterway but only 400 do pass through. In other words, five-sixths of the vessels that would like to use the waterway, avoid it because of the hazard of the Houghton-Hancock Bridge.

When we try to figure out just how much time is lost by avoidance of the waterway, we must call upon experience, rather than statistics. Certainly we will be erring on the conservative side if we assume that each of the 1900 vessels mentioned above loses one hour during periods of bad weather because of failure to use the waterway. Since the earning capacity of a vessel is about $200 per hour, the bridge in question adds at least $380,000 a year to the cost of Great Lakes water transportation.

The question may well be asked why there are not more accidents involving the bridge and vessels if the bridge is a hazard. There are, of course, minor accidents, and there are three reasons why the bridge has not been knocked into the water since 1905. The two already given are that the larger vessels avoid passing through the bridge and the smaller vessels await good weather before risking a passage. A third reason is that the masters, as a group, are probably the most competent and skillful pilots and vessel handlers to be found any place in the world.

These masters are modest men, not inclined to talk about their abilities, but in a recent letter to me one of the masters said: "I have been pretty lucky passing through the Houghton-Hancock bridge, the only thing I can show you is a lot of gray hairs and a batch of ulcers."

The letter just referred to and one other from a master who has sailed on the lakes for fifty-one years, are attached. Although I shall not take the time to read them now, I hope, Colonel Kumpe, that you and all others who have to make the decision regarding this bridge will read them carefully. They pretty well sum up the reasons why the bridge should be replaced, as follows:

1. The draw of the bridge is too narrow.

2. The bridge underpinning is in such condition that a bad collision might topple the whole thing into the water and completely block the waterway.

3. Winds prevalent in the locality increase the difficulty of a safe passage.

4. Large vessels do not use the waterway because of the hazard presented by the bridge and thus are delayed or incur added risk by continuing underway in bad weather.

5. Vessels which do use the waterway lose valuable time waiting for good weather conditions.

The notice of this meeting stated that interested parties might express their views concerning the adequacy of any alterations desired. With that permission, I would like to say that the Lake Carriers' Association does not desire to see any alterations made to the present bridge -- we want to have it removed and replaced with a new structure.

We would prefer to have a high level bridge so that there would be no interruption to either vehicular or water-borne traffic. If such a bridge is impracticable we should like to suggest the following for the new bridge:

(a) that the span have a horizontal clearance of 250 feet.

(b) that the span, when open, provide a vertical clearance of at least 100 feet above high water.

(c) that the opening be as near the center of the channel as possible.

(d) that the bridge be located on a straight section of the waterway so that it will not be necessary for a vessel to start any turns while still in the bridge.

If there is any additional information about the present structure or about a replacement that we can supply, we shall endeavor to do so upon request.

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Salem, Oregon
June 8, 1955

Portland-Vancouver
Interstate Bridge hearing

Mr. R. H. Baldock

I have carefully read the transcript of testimony and the exhibits on the hearing held at Houghton, Michigan, before the Corps of Engineers to establish that the bridge at that point was an unreasonable obstruction to navigation and should qualify for remodeling under the Truman-Hobbs Act. Quite a few people testified at the hearing, but most of these people were complaining about the inadequacy of the bridge for highway and railroad purposes. As Colonel Moorhead pointed out, such testimony is not pertinent to the matter to be decided as the entire matter will hinge on the effect of the structure on navigation.

The only testimonies, probably, which had weight were presented by the State Water Works Commission and the Lake Carrier Association. The State Water Works Commission gave in detail the developments on the lake that they hoped to make and emphasized the importance of the waterway at Houghton as a refuge harbor. They brought out the fact that the bridge was so dangerous that vessels would rather ride out the storm than to pass through the bridge during bad weather periods.

I notice in the transcript of testimony that the representative in Congress from the district appeared and that letters were presented from both Michigan senators urging favorable consideration. It might carry considerable weight if Representative Green and both senators could be prevailed upon to write to the District Engineer urging that all possible steps be taken to eliminate obstruction to navigation at the bridge.

The most effective testimony was presented by Admiral Spencer, President of the Lake Carrier Association. I am attaching hereto a print from the prepared statement made by Admiral Spencer. He brings out quite forcefully the difficulties and dangers of large shipping attempting to pass through the drawspan. In many respects the testimony which the navigation interests should put on at the Columbia River hearing would parallel Admiral Spencer's testimony.

NOTED
G. S. PAXSON

I am also attaching a rough draft of a letter to Mr. White suggesting the line of testimony which the navigators could put on; also a draft of a letter to Mr. Bugge with which I would suggest a copy of the letter to Mr. White be sent.

G. S. Paxson

GSP:gm
Encls.

cc Mr. P. M. Stephenson

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April 13, 1955

Columbia Basin River Operators
1100 Jackson Tower
Portland 5, Oregon

Attention: Mr. Fred G. Meyer
Chairman

Gentlemen:

Reference is made to your letter of March 11, 1955 having to do with the reconstruction of the existing Interstate Bridge between Portland and Vancouver.

We are entirely in sympathy with your efforts to have the existing bridge revised so that the span lengths and clearances will correspond with the new bridge for which permit was granted by the Secretary of the Army last year. The present authorization will result in all southbound traffic being subjected to the cost and inconvenience of operating over the higher grade line without any benefit from a decrease in the number of openings of the drawspan.

We cannot, however, agree with you that the reconstruction of the existing bridge should be done at the expense of the State. The advantages gained by the additional clearances provided by the alteration of the existing bridge are for the benefit of navigation, and we do not feel that highway money, which is paid by the motorists, should be used for such purposes. This principal has been recognized by the Congress, and provisions for the accomplishment of such revisions have been made in the Truman-Hobbs Act.

We are in doubt as to the meaning of your statement that it was contemplated that the altering of the existing bridge would be at State expense. We would refer you to the public notice set out by the District Engineer under date of February 25, 1954, which specifically states that one of the purposes of the hearing was to determine whether or not Governmental action was required under a list of Federal statutes, one of which is Title 33 USCA Sections 511-523 inclusive. This reference is specifically to the Truman-Hobbs Act. In the filing of our amended application which was the subject of the hearing scheduled for March 17, 1954, we specifically made the application contingent upon the Federal Government bearing all costs incurred in altering the existing bridge.

The position which the Highway Commission had taken was apparently common knowledge, and we refer you to the news item in the Daily Journal of Commerce, under date of January 29, 1954, in which one paragraph reads as follows: "The Commission decided to rebuild the present span and amend plans for the new bridge if the Federal Government will pay the rebuilding cost."

The State Highway Commission is willing to join with you in seeking revision of the existing permit to include remodeling of the existing bridge subject to the condition that it be done under the Truman-Hobbs Act.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

By______________________
Chairman

By______________________
Commissioner

By______________________
Commissioner

cc W. A. Bugge

GSP:gm
cc G. S. Paxson

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APR 11 1955
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April 8, 1955

Oregon State Highway Commission

Re: Portland-Vancouver
Interstate Bridge

Gentlemen:

I am attaching hereto copy of a letter from Fred G. Meyer, Chairman of the Columbia Basin River Operators, concerning the revision of the existing bridge across the Columbia River and urging that the Commission proceed with this revision using its own funds.

A suggested reply to this letter has been prepared for your consideration confirming the position which the Highway Commission took last year as to the payment of costs for the revision by the Federal Government under the terms of the Truman-Hobbs Act. Copies of this letter will be available for your action at the next Commission meeting.

Under date of December 29, 1953 I reported to you concerning the matter, and I am attaching a copy of that letter for your convenient reference.

We have had considerable correspondence with the District Engineer regarding this matter, and in all this correspondence we have stated, again and again, that we were consenting to a revised permit on the condition that all costs incurred in remodeling the existing bridge be borne by the Federal Government under the terms of the Truman-Hobbs Act.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attachs.

GSP:gm
cc G. S. Paxson

March 11, 1955

Honorable Ben R. Chandler, Chairman
Messrs. Chas. H. Reynolds &
M. K. McIver
State Highway Commission
State Highway Building
Salem, Oregon

RE: Reconstruction of Existing Interstate Bridge.

Dear Chairman and Members of the Oregon Highway Commission:

In order to keep you informed on the above subject, the Columbia Basin River Operators, representing the great majority of the tug and barge lines on the Columbia River, have endeavored to secure a hearing before the Army Engineers relative to reconstructing the existing Interstate Bridge with the use of Federal Funds, without success.

On January 12th the association again requested such a hearing.

On January 17th a reply was received from the local office of the Army Engineers stating that authority had been requested and that "A mutually acceptable time for the hearing will be scheduled as soon as the authority is received."

On January 26th a further letter was received from the local office of the Army Engineers to the effect that "on advice of higher authority" additonal evidence must be submitted to justify a hearing and voiding the previous letter advising that a hearing had been requested.

On February 18th, after additonal evidence was furnished, a hearing was again turned down. (Copies of several of the letters supporting the request for a hearing are enclosed).

While the Association will continue to do everything possible to obtain a hearing, "higher authority" continues to block the request. We do not know the real reasons for the position thus taken. It is generally known, however, that Federal Funds have rarely been made available for this purpose under the Truman-Hobbs Act and during these times of economy it is probably an impossibility to obtain an appropriation even in view of favorable findings. Even if ultimately successful, would undoubtedly take several years.

To build the new Interstate Bridge without altering the existing structure to conform would be a most serious blow to existing and potential navigation on the Columbia, as well as its rapid use without bridge opening delays by motor vehicle traffic. For the information of the Commission, at all times during the hearings never was it contemplated that the new bridge would be built without correspondingly altering the old at state expense. The highway commission's representative Mr. Baldock continually mentioned and considered costs of altering the old bridge when various clearances and location of the draw spans were discussed. Models of both bridges were in evidence during the taking of testimony. At one time serious consideration was given to moving the draw over to the center of the new bridge. This, of course, would not have been possible without the old bridge being correspondingly altered.

The leaving of the draw in its present position and the providing of greater horizontal and vertical clearances on other portions of the bridges, was a compromise which the river operators agreed to, based on the fact that river traffic would, during the greater part of the time, not have to pass through the two draws, thus providing better and safer navigation as well as convenience to motorists and savings to the state since no bridgetenders would be required during most of the yearly period, and then probably only on a notice basis.

The unexpected issuance of a permit by "higher authority" without giving consideration to the conforming of the existing structure was not anticipated by anyone who testified or who was present at the negotiations. In the event the new bridge were built under this permit, a 100% necessary use of the two draws would compound the danger to vessels, restricting the size of the tows and making navigation extremely dangerous. We are certain that the Commission does not desire to take advantage of an ill-advised decision contrary to understandings previously worked out with its representatives and local representatives of the Army Engineers, all to the detriment of the general public.

We would respectfully urge the Commission to proceed with conforming the two structures, using their own funds as originally contemplated. Otherwise, the project should not be built, until such time as arrangements are so made.

A reply would be very much appreciated.

Respectfully submitted,

COLUMBIA BASIN RIVER OPERATORS

By: Fred O. Meyer
FRED O. MEYER,
Chairman

ds

cc: R. H. Baldock,
State Highway Engineer

COPY

WESTERN TRANSPORTATION COMPANY
Portland 8, Oregon

February 17, 1955

Colonel J. U. Moorhead
corps of Engineers U.S. Army
Office of District Engineers
628 Pittock Block
Portland 5, Oregon

Dear Sirs

Concerning the proposed construction of a new bridge across the Columbia River at Vancouver, Washington:

We have previously given our approval to plans which we understand called not only for the construction of the new Interstate Bridge with the high level, widespan in the center, but also understood when doing this that the renovation of the old bridge alongside would be accomplished to conform with the new bridge. In the process of the hearings last spring we took what we felt was a most reasonable stand, and compromised our position to the very minimum short range requirements acceptable to us, having in mind very strongly the saving of the taxpayer's money.

Now the entire project as thus far developed, is being defeated by allowing the old bridge to stand as is. This compounds the hazard at this point by more than doubling the distance necessary to travel in order to clear both bridges, and we are strongly opposed to this feature of the plans.

The present Interstate Bridge, being built about 40 years ago, was designed for the traffic of that day and is no longer adequate to serve the needs of the present day. This company has had a long history in the growth and development of inland water navigation and our operations have greatly changed since the time this bridge was built. In 1936 we commenced moving freight by covered barge replacing the system of loanding directly aboard our vessels, and in that year handled approximately 500,000 tons in both directions through the Interstate Bridge. At that time a 500 horsepower tug was considered good. Today this tonnage has more than doubled, and we are using tugs of up to 3200 horsepower. Our tows consist of 5 or 6 sbarges at a time which equal an area of three-quarters of an acresd and are up to 118 feet in width. Each tow represents a value in equipment and cargo of over one-half million dollars.

To give a better picture of the varied nature and volume of the traffic we handle though the Interstate Bridge, following is a summary for the fiscal year May 1, 1953 to April 30, 1954.

General Freight	274,413. tons
Sulphur	11,231 tons (23 barges)
Oil	20,269,830 gallons (135 barges or 70,945 tons)
Hogged Fuel	242,669 tons (592 barges)
Log rafts	164,130,000 feet or 570,955 tons

The above traffic totals 1,170,213 tons compared to our 1936 traffic of approximately 500,000 tons.

Our operations are frequently delayed and boats halted at considerable expense in order to safely navigate through the Interstate Bridge. During periods of high winds, strong current, or poor visibility our captains are greatly concerned about navigating through this bridge, and tugs lay to with their tows for hours at a time above or below the bridge awaiting favorable conditions. Also, on many occasions boats are scheduled with less than their normal tows in order to reduce the hazard at this point. Our skippers regard the problem of navigating downstream through the Interstate Bridge as one of the most hazardous they have to contend with; there is always a fear of meeting another vessel in or near the narrow opening. They are continually pointing out the need for greater horizontal and vertical cldarances. Last syear one of our vessels suffered serious damage and near loss of life in an accident involving another bridge in the vicinity.

Traffic on the Columbia River has increased with thetremendous developement of the Northwest and the use of this waterway is steadily increasing as tonnage figures through the locks at Bonneville and other points prove. Business people in the Northwest look toward greater expansion of the vast hinterland of the Inland Empire above Vancouver and the possible movement of ocean shipping into the interior. This waterway stands out as the greatest avenue to the Inland Empire and its free, unobstructed use is required to keep pade with its promise of future development.

We reiterate that the present pland which do not provide for alteration of the existing bridge, are not acceptable to us and if the new bridge is built without altering the old, an extremely dangerous situation would exist. We respectfully request that action be taken to require alteration of the present Interstate Bridge to conform with the new bridge.

Very truly yours,

/s/ L. M. Thompson

President

February 9, 1955

The District Engineer
Corps of Engineers, United States Army
Pittock Block
Portland 5, Oregon

Gentlemen:

Subject: The reconstruction of the present State Highway Bridge at Vancouver, Washington to conform to the permit granted by the Corps of Engineers for the construction of a new bridge parallel to the present structure.

My name is Captain Homer T. Shaver, General Manager of the Shaver Transportation Company, an organization that has been on the river since 1880. I am also President of Tidewater-Shaver Barge Lines and its associated companies and terminal companies and this company was organized in 1932 and first bore the name of Shaver Forwarding Company. I hold a master's license unlimited for the Columbia and Willamette Rivers and their tributaries from Bonneville Dam and Oregon City to Astoria. I have been actively engaged in the river transportation business as a deckhand, mate and master since a very young man and have been in the capacity of Secretary and General Manager of the Shaver Transportation Company since 1930.

I am thoroughly familiar with the Columbia River at the present location of the Vancouver highway bridge and would like in this communication to state what has taken place throughout the time since the present highway bridge has been built and the increase in tonnage on the river. I will also review the circumstances leading up to the hearings in regard to the new bridge and what I believe to be useful information for the United States Corps of Engineers' office.

COPY

When the present highway bridge at Vancouver, Washington was constructed the only type of navigating equipment using the bridge at that time was sternwheel vessels. These sternwheel vessels were used in transporting freight and cargo between Portland and Vancouver and on up the river to Camas, Washington and as far as The Dalles, Oregon. They carried their cargo on their own decks and at that time there was hardly any barges used in transporting commodities.

The dock at Vancouver, which is now the port dock, was owned by the city and was a city dock at which the sternwheelers landed, just below the present bridge. The draw rest that was constructed at that time on the present bridge was put on the Washington side because of the depth of the channel and because it was useful to the vessels of that time because of the city dock at Vancouver.

The paper mill at Camas at that period was a much smaller plant than it is at the present time and there was some towing of logs to the plant from the lower river area as far as Astoria and Young's Bay. This towing was all done by sternwheelers and was fairly large hemlock and spruce and was towed in what we call flat rafts. However the volume of log towing at that time was very small compared to what it is at the present day. There was a small amount of barge towing of wooden barges loaded with rock taken from the Fisher quarry above Vancouver for jetty work done by the United States Engineers on the lower river. And there was also some gravel and sand digging in the river at that time. However, the commerce on the Columbia River has increased and the type of equipment used has changed entirely from that used at the time the present highway bridge was built.

The capacity of the large Crown-Zellerbach paper mill at Camas has gradually been increased until now it used 13,000,000 feet per month, the difference between approximately 150 tons in 1917 to 825 tons of paper today. The log rafts that were towed at that time have changed due to the different size of timber that is cut down now. At the present time the rafts are constructed into what we call bundle rafts and carrying up to 750,000 to 800,000 board feet of timber and the bundles drawing from seven to eight feet of water, which makes it necessary to have much higher-powered towboats and also makes it much more hazardous going through the present draw of the highway bridge at Vancouver, and it takes a longer period of time in the freshets to make this pull through the bridge. So this part of the commerce on the river has grown to the point on the downriver towing of log rafts where the present bridge, as far as navigation is concerned, is decidedly hazardous to navigation and to commerce on the river.

COPY

With the event of the diesel engine in 1922 in use on the river the entire commerce of the river began to change in the use of power and different types of equipment. This, of course, went along with the continuous growth of industry on the banks of the river and necessitated a different type of equipment to handle cargo. The Western Transportation Company, one of the largest transportation companies on the river and serving the large paper mill at Camas, found it necessary due to economies of transportation in 1934 to discard all of their sternwheelers in the handling of freight and to build large covered barges for the transportation of their freight to and from their mills. The towing was still done by sternwheelers but was gradually shifted over to high-powered diesel craft. And after World War II LSM's were converted into large towboats and today instead of having a sternwheeler carrying the freight, or one or two barges, tows of from four to six barges are handled by one diesel vessel and the use of the draw span on the present highway bridge has certainly become very much more hazardous than it used to be.

There have been numerous instances when heavily-loaded tows coming down the river, especially in a freshet, have had to turn around on account of the bridge not opening in time and near accidents have been very close in this operation. If it were not for the additional use of high-powered equipment and also having to use extra towboats more accidents would have happened at this bridge. This is an enlarging and continuing business and more large barge equipment with more carrying capacity and more power is going to be the answer from here out with the development of this industry.

The same thing took place in 1932 when upper river navigation to The Dalles and eventually to Pasco was revived. This also started with the use of sternwheel boats carrying small cargoes of wheat down to Portland from the upper river and some case goods and lumber and barreled goods upriver. Shortly after Bonneville Dam was completed the entire picture also changed there with this type of equipment. Quite a few of these sternwheel vessels were lost on the upper river and a new type of equipment was used. High powered twin screw diesel towboats were constructed and these boats shoved petroleum barges on their noses up the river. This was also developed and the tonnage increased, for example, from 100 tons of petroleum products handled upriver and about 800 tons of wheat downriver in 1934 until 3,076,282 tons, total of all commodities in 1952.

COPY

Larger barges have been and are being constructed and also larger tows are being made up with bigger powered equipment. At first one barge was used and today with the large power we have as high as six petroleum barges going upstream in one tow and in current conditions it necessitates a lead boat to help take this equipment through the draw rest at the present highway bridge at Vancouver which causes unnecessary expense to the navigation companies on the river. Tidewater-Shaver Barge Lines has just invested two million dollars in additional construction of a large seagoing barge tug and additional tanks in its tank farm to handle fertiliser for the interior. This barge, after the finishing of The Dalles Dam, will about six months of the year proceed clear on up to their tank farm at Pasco.

At the present time in a freshet the company would hesitate in taking this large piece of equipment through the small opening of the present bridge which naturally would be more hazardous with the new bridge, and if they did they would have to put on quite a bit of additional equipment for safety in proceeding through the draw. The other navigation companies are also building new equipment to increase their business on the upper Columbia River and with the eventual completion of the dams there will be large tows of eight and ten barges that will be going through all of the locks clear to Pasco with tonnages both ways. This is not a projection into the future. The facts bear out our statement what has taken place in the past and the development that has been going on since 1932. With a look at the tonnage figures of the United States Corps of Army Engineers themselves, we feel we can prove what we say in the statement that we are making.

In 1934 there was a new timber development in the upper Columbia River due to timber shortages in the lower river and towing from above Cascade Locks and in the upper Columbia towing of logs was started. At this period it was necessary to run the Cascade Rapids with log rafts, which was quite a hasardous undertaking. However, after the construction of Bonneville Dam, log rafts were put up the same as on the lower river and towed to the mills at Vancouver below the present highway bridge, and also the mills in Portland harbor. There was none of this business when the present Vancouver highway bridge was built. But with the development of this business, the going through the draw rest or through any of the other spans of the present highway bridge with log rafts during the freshet in the Columbia has become quite hasardous and it has been found necessary to add additional equipment to towing these log rafts through the bridges, which certainly makes it more expensive for the towboat companies to handle this kind of traffic.

COPY

This business has continued to develop and is increasing right along and the same condition is going to happen on the upper Columbia as on the lower Columbia due to the type of timber, bundle rafts are going to be constructed and they are heavier and are going to be harder to handle than the flat rafts. But they are more economical in towing and can be towed in practically all weather conditions up on the Bonneville pool and in the river from Bonneville to Vancouver and Portland.

The present small horizontal spans of the present highway bridge have been a continuous hazard. And while accidents have not been reported in breakups of log rafts in the records of the bridge, nevertheless plenty of these breakups have taken place and it has been extremely expensive for the towboat companies in picking up logs and also expensive for the owners of the logs in losing their property.

During World War II the Vancouver shipyard constructed small airplane carriers and also large attack transports and liberty ships for the United States government. While it was possible to bring these ships through the present draw of the highway bridge, it was necessary to put on four towboats at times to see that these vessels came through in safety. This was a hazardous undertaking and was always fraught with danger, especially in a freshet, of going broadside against the draw support and knocking it out of line or putting it in the river. It was only with very extreme caution that all of this work was taken care of and certainly from an economy standpoint the new bridge will make it more expensive in case another emergency arises as large vessels proceed upstream after the deepening of the channel to Bonneville.

The present situation is fraught with danger, not only from large ocean-going vessels, but also what might happen in case of engine failures in the present equipment that is used which is getting larger and heavier all the time. And the transportation companies feel that we should not be required to take care of this extra expense or risk the lives of our employees in this operation due to what has now become a bottleneck in the Columbia River.

All of the foregoing statements and explanations that have been made here, we feel, go to prove that the present Vancouver highway bridge,has become a hazard to navigation since the building of the bridge, which at the time it was built was perfectly adequate for river transportation at that time. I can assure you that the river interests were not aware of the amendment to the Truman Hobbs Act that allowed it to cover highway bridges in addition to railroad bridges. If we had been aware of it we certainly would have taken steps to see if some improvements could not be made in the present highway bridge to relieve the hazards to navigation.

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In reviewing the application of the highway departments of Washington and of Oregon to build a new bridge parallel to the present highway bridge we were not properly consulted before such application was made. We have always tried to be cooperative with other transportation agencies and the federal government when it comes to obstructions to navigation.

In this case we were fully aware of the fact that new fairways were being built to approach the present highway bridge at Vancouver. But we did not know of the contemplation of a new bridge until just shortly before the application was made. We are not familiar with the expenditure of the money nor of the amount, but we certainly feel that before it was expended and before the plans were made that the application to build the new bridge should have been made at that time and proper consideration given to all parties.

Naturally we strenuously objected to the design of the new bridge being built similar to the old bridge. We still feel that the proper bridge to have been built was a bridge sufficiently high to give a 100-foot vertical clearance to navigation and from 750 to 1000 feet horizontal clearance so as to give a perfect maneuverable span to navigation.

Excuses were made and arguments put up that a high bridge like this would have to come down too far up in the City of Vancouver and that most of the traffic across the bridge emanated from the middle of Vancouver. We did not believe that this was the case, and still do not believe it, but we have no means of refuting it. We still feel that our position is absolutely clear and right in the one that we took in regard to the present bridge.

However, after hearings before the District Engineer, in which we stated our position, we made a tour of inspection with the District Engineer and looked over the entire area as to the reconstruction of the present highway bridge so as to take care of the interests of navigation. A general discussion was had of the changing of the spans and the widening of them and the highway department of Oregon was present at the time by representation and the great majority of the river interests.

The District Engineer, in going over the whole program with us, with us, tried to reach a compromise between the two interests as he felt that neither one of the parties could be adamant in their position, which was rightly so after what had taken place on the Washington side of the river. After this inspection, a meeting of the river operators decided that the reconstruction of the old bridge to two 500-feet horizontal spans and an elevation from 52 to 77 feet

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The Oregonian

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4M TUESDAY, OCTOBER 26, 1954

city council will permit no exceptions to the residence rule.

Passage of the charter amendment would protect the position of those employes who bought property outside the city limits in good faith. Currently there is a possibility that these could suffer loss of either property or job as the result of a taxpayer's suit to enforce compliance with the city charter.

The proposal has another significant point in its favor. It specifically excepts from the residence rule all consulting employes or unpaid members of boards or commissions. Under the present law the city is prevented from calling on the professional advice and services of individuals who happen to live outside the city boundaries, as do many of the community's most qualified citizens.

The probationary period of 10 years should surely give time enough for all employes to comply with the residence rule without serious hardship. Perhaps within that time the community will want to consider the basic question: Is there any real value in such a rule? Meanwhile the best interests of city employes and all the community will be served by the passage of measure No. 54.

Half-Open Gate?

A new Interstate bridge with higher and wider clearances would be of no benefit to river transportation unless the present bridge were altered to the same specifications. The existing hazards to shipping, which towboat operators demonstrated at hearings conducted by the army engineers, would remain. Aesthetically a level bridge alongside one with a hump in it would be an eyesore.

Towboat men assert they were led to believe the present bridge would be altered as part of the project to construct a new span over the Columbia. But the Oregon state highway department has announced it and the Washington department plan to make no alterations unless these are paid for by the federal government under the Truman-Hobbs act, which provides for federal funds for revisions made necessary by waterway improvements. Whether the Interstate bridge would qualify for such funds is questionable, some shipping representatives have said.

One cannot blame the state authorities for trying to save money. Whatever is saved will be that much less out of the pockets of motorists whose tolls will pay for the new bridge. But if it appears, on investigation, that congress is unlikely to appropriate the necessary money for altering the old structure, the states should do the work themselves. It wouldn't be sound logic to provide a wider gate for river shipping and then leave it half closed. Fortunately there is time for further consideration; the old bridge cannot be rebuilt until the new one is finished.

in the middle of the second span toward the Oregon shore would be satisfactory for some little time to protect the river interests. We communicated that information to the District Engineer and his report as sent in to the Chief's office recommended that type of a new bridge and the reconstruction of the old bridge to conform to it.

Upon the issuance of the permit to build the bridge we find that the Chief of Engineers' office has changed the recommendation on the new bridge and now we have only one five hundred foot span at the lower vertical and at the high vertical it has been split into two narrow horizontal widths. In addition we find that there have been no steps taken to reconstruct the old bridge to conform to the permit granted for the new bridge. In fact, we are right back where we were before the application had been made for the new bridge and in addition we find that the river interests are placed in a much more hazardous position by the building of the new bridge and the new draw support the same as the old, outside of the height of the Oregon shore spans and the one additional length in the horizontal, which certainly does not and will not be any advantage to navigation until the old bridge is reconstructed to conform to it. Instead of helping navigation we find ourselves placed in a position more hazardous and definitely more expensive of operation than we were even with the old bridge.

All of the foregoing statements that I have made in this letter are true to the best of my knowledge and belief as I was present at the hearings and the inspection conducted by the District Engineer and am thoroughly familiar with all of the locations and the facts as stated herein. Most of these facts have been presented at two other hearings when application was made for the new bridge and this statement is more of a review of what is taking place and we sincerely feel that we are entitled to relief under the Truman-Hobbs Act as far as the reconstruction of the present highway bridge is concerned. When it is reconstructed to conform to the permit granted for the new bridge, the river interests will be in a much better position to navigate the river at this point, and one serious bottleneck will be partially removed and improved. We also sincerely feel that if this reconstruction can be taken care of along with the building of the new bridge, that it certainly will cut down the cost to the federal government and we can also assure the Corps of Engineers that economies will be made in the operation of the bridge due to the fact that outside of probably pile drivers and derricks and large vessels, twelve hours' notice can be given to make it necessary to open either one of the lift draws on the new bridge and the old bridge.

Sincerely yours,

SHAVER TRANSPORTATION COMPANY

Homer T. Shaver, General Manager

COPY

HTS/dmc

STATE OF WASHINGTON
ARTHUR B. LANGLIE, GOVERNOR

1889

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DEPARTMENT OF HIGHWAYS
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P. O. BOX 52
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N. 2820 MAYFAIR ST.

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February 8, 1955

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

With reference to the removal of the southerly span of the existing Portland-Vancouver interstate bridge, which will be replaced with a concrete viaduct to give more length in the transition distance from the toll plaza to the bridge itself, I concur in your thinking that it would be well to hold the changes in the existing structure in abeyance until a decision is reached as to what will be included in the remodeling of the existing span.

As you have stated, there is considerable agitation on the part of navigation interests to secure authority for the revision of the existing bridge and in view of the circumstances involved, I do feel that your suggestion is sound and I concur in same.

Very truly yours,

W A Bugge.
W. A. BUGGE
Director of Highways

WAB/rr

REFERRED TO
Paxson.

NOTED
G. S. PAXSON

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FEB 4 1955
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7971
5205

February 3, 1955

Mr. W. A. Bugge, Director
Department of Highways
Olympia, Washington

Re: Portland-Vancouver
Interstate Bridge

Dear Mr. Bugge:

Reference is made to your letter of January 25 concerning the removal of the southerly span of the existing structure and its replacement with a concrete viaduct to give more length in the transition distance from the toll plaza to the bridge itself.

Our estimate of the cost of removing this span and replacing it with a concrete viaduct is $155,000. Unquestionably it would be desirable to increase the acceleration distance, but we are doubtful as to the advisability of including this in the contract for the new bridge. The distance from the plaza to the portal span is long enough to accomplish the weaving required provided reasonable care is exercised. Since the vehicles will all be stopped at the plaza, speeds entering the bridge should be fairly low.

The improvement suggested could not be done until the new bridge is completed, and it would delay the opening of the dual facility for several months. If the navigation interests are successful in securing authority for the revision of the existing bridge, the replacement of this southerly span could very well be a part of that contract.

In view of this, we would suggest that the replacement of the span be held in abeyance until the decision is reached as to the remodeling of the existing span, at which time we can decide whether to do it or not.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc P. M. Stephenson

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CLIFF YELLE, State Auditor
E. W. ANDERSON
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Chairman, State Highway Commission
H. D. VAN EATON
Director of Public Institutions

STATE OF WASHINGTON

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W. A. BUGGE, Director of Highways
Ex Officio Member
J. W. HOOVER
Secretary of Authority

WASHINGTON TOLL BRIDGE AUTHORITY
TRANSPORTATION BUILDING
OLYMPIA, WASHINGTON

January 25, 1955

Oregon State Highway Department
Salem, Oregon

Attention: Mr. G. S. Paxson
Asst. State Highway Engineer

Re: Portland-Vancouver
Interstate Bridge

Dear Sir:

Your letter of January 6, 1955, together with your layout with reference to the toll plaza for the proposed Portland-Vancouver Interstate Bridge has been reviewed by various members of the Department of Highways, as well as by Mr. Wilbur Nelson, Project Engineer for Greiner-Tudor Associates, who presently are under contract to the Washington Toll Bridge Authority in connection with the proposed Tacoma-Seattle-Everett Toll Road.

All persons reviewing your layout are agreed that the proposal represents a lot of study and in general is very acceptable. A question has been raised by practically everyone reviewing the proposal with respect to the angle developed at the transition area north of the toll plaza to the existing bridge. It is felt that undoubtedly the transition can be accomplished, but that it may prove to be somewhat hazardous due to the sharp angle at peak hours, which ultimately may prove to be even more hazardous as traffic increases on the facility.

Remove Truss 20,000
New viaduct 116,000
136,000
17,000
+12½ = 153,000

It is generally agreed that it might be well to give consideration at this time to the replacement of the south truss on the existing bridge in order that the acceleration distance could be increased. Before a final determination is made on this matter, I think it would be well to give consideration to the added cost that might be placed upon the facility to replace the south truss of the existing bridge with a viaduct, and if the cost is not too excessive it might be well to incorporate the change in the proposed plans.

Very truly yours,

WASHINGTON TOLL BRIDGE AUTHORITY

W A Bugge

By: W. A. BUGGE
Chief Engineer

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JAN [illegible] 1955
[illegible]
STATE HIGHWAY COMMISSION

WAB:bd
DBH
cc: Mr. R. H. Kenyon
Mr. George Stevens

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December 16, 1954

Captain Homer T. Shaver
Shaver Transportation Company
3850 Northwest Front Avenue
Portland, Oregon

Dear Captain Shaver:

The enclosed is an extract from the Highway Commission minutes of October 29, 1954 and is in line with my phone conversation with you in this regard. It is in conformance with the instructions of the Highway Commission to advise you that it is considered to be the responsibility of the navigation interests to initiate any changes that may be desired in the present bridge.

Very truly yours,

R. H. Baldock
State Highway Engineer

LHB:hi
Encl.

Extract from minutes of State Highway Commission, October 29, 1954 -

Chairman Chandler reported receipt of complaints from local people who are interested in navigation on the Columbia River that, apparently, there are no plans for raising the present bridge over the Columbia River between Portland, Oregon, and Vancouver, Washington, and lengthening one span of the same to conform with the permit that was granted by the Army Engineers for construction of a new parallel bridge between these points. The Engineer advised that he discussed this matter with the Army Engineers and ascertained that the Chief of Engineers has refused to recommend the additional work on the old structure at this time, because it was their judgment that it is not needed now insofar as river navigation is concerned. The Engineer explained that under the Truman-Hobbs Act it is necessary that the Secretary of the Army determine the need and, if found necessary, assess the cost of the reconstruction of the present bridge between the beneficiaries; that is, the navigation interests and the owners of the bridge, the amount of the assessment against the navigation interests to be borne by the United States Government provided Congress passes a bill making the appropriation. It was the Engineer's opinion that most, if not all, of the cost should be borne by the United States Government because, while the road users would benefit by less delay in opening the structure, the operation over the 4.6 per cent grades would largely minimize such benefit. From his discussion with the Army Engineers, it appears that, if this matter is to be reconsidered by the Chief of Engineers and the Secretary of the Army, it will be necessary for the local navigation interests to petition for a hearing before the District Engineer of the Corps of Engineers, Portland. The Commission instructed the Engineer to pass the information along to the navigation interests and advise them that it is their responsibility to initiate the changes that they desire.

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CORPS OF ENGINEERS, U. S. ARMY
Office of the District Engineer
Portland Oregon District
628 Pittock Block
Portland 5, Oregon

NOTE
W. C. WILLIAMS

NPPKS-4

September 22, 1954

PUBLIC NOTICE

This notice is issued to advise all navigation interests that repairs being made to the operating mechanism of the Interstate Bridge (highway) crossing Columbia River between Portland, Oregon and Vancouver, Washington on U.S. Route 99 will affect the speed with which the lift span can be raised.

It is expected the repairs will be made September 29 to October 1, 1954, both dates inclusive, on which dates during the hours from 8:00 a.m. to 5:00 p.m. the lift span will be operated by auxiliary power, which will result in slower opening of the draw.

All vessels requiring use of the draw span are cautioned to expect slower opening of the span and to allow sufficient time for the lift to be raised under the expected condition before proceeding through the draw.

It is expected the lift will be back in normal operation after 5:00 p.m., October 1, 1954.

FOR THE DISTRICT ENGINEER:

T. W. RAGSDALE
Chief, Operations Division

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SEP 23 1954
OREGON
STATE HIGHWAY COMMISSION

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September 13, 1954

Mr. W. A. Bugge, Director
Department of Highway
Transportation Building
Olympia, Washington

Dear Mr. Bugge:

We had a copy of the letter to you from the District Engineer dated August 30 and commenting on the revisions to the existing bridge over the Columbia River between Portland and Vancouver. I do not believe that there is anything more we can or should do in the matter at the present time. I think it probable that the navigation interests will furnish the initiative for the remodeling of the existing bridge. Whether this will come in time to make it a part of the same project is a bit doubtful.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

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P. O. BOX 82
NO. 6 SPOKANE 21
N. 2820 MAYFAIR ST.

NOTED
G.S. PAXSON

September 8, 1954

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

I am enclosing copy of letter received from Colonel J. U. Moorhead, District Engineer, Corps of Engineers, Portland, in reply to my letter of August 23, copy of which was furnished you.

You will note in Colonel Moorhead's letter that he does state definitely that "at no time has this office intended to convey the opinion that it was not the responsibility of the Corps of Engineers to initiate action toward reconstruction of the existing bridge in the interests of navigation when this becomes necessary."

I am sure this will be of interest to you in view of past correspondence that has been carried on between your office and the Portland District with regard to the interstate bridge.

Very truly yours,

W A Bugge
W. A. BUGGE
Director of Highways

WAB/rr
Enc.

RECEIVED
SEP 10 1954

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Y

CORPS OF ENGINEERS, U. S. ARMY
Office of the District Engineer
Portland, Oregon District
628 Pittock Block
Portland 5, Oregon

NPPKS-4

Refer to File No.

NPP 800.6(Col.R.-Bridges)-5

August 30, 1954

Mr. W. A. Bugge
Director of Highways
Washington State Department of Highways
Transportation Building
Olympia, Washington

Dear Mr. Bugge:

Acknowledgment is made to your letter of August 25, 1954, commenting on our letter of August 12, 1954 to Mr. R.H. Baldock, State Highway Engineer of the Oregon State Highway Department.

It is probable our letter of August 12 did not adequately explain the stand taken by this office with regard to both the existing and proposed bridges crossing Columbia River between Vancouver, Washington and Portland, Oregon. A full explanation was not given since it was assumed that the highway departments of both States were aware of the conditions as presented in the testimony at the two hearings and as stated in various meetings with navigation interests and with this office.

At no time has this office intended to convey the opinion that it was not the responsibility of the Corps of Engineers to initiate action toward reconstruction of the existing bridge in the interests of navigation when this becomes necessary. Our statement to Mr. Baldock in the letter of August 12 stated that "if the States of Oregon and Washington desire to raise the bridge at the time the new bridge is built, to effect an over-all savings in costs or for other purposes, special legislation must be passed to provide Federal funds for the work, and such legislation must be sponsored and justified by the States with the possible assistance of navigation interests," since no funds are available for the reconstruction at this time.

Navigation interests endeavored at the two hearings to make a showing that the present bridge interfered with navigation. This was only partially successful. The major factor in the decision concerning navigation clearances for the new bridge was concerned with the future expansion of navigation. It is believed that our letter of August 20, 1954, to Mr. Baldock fully explains the condition to be expected with reference to future commerce on the waterway, well within the life of the new structure. A copy of this letter is enclosed.

It is fully believed that if a duplicate of the existing bridge had been approved and constructed that not only navigation interests and the Corps of Engineers would have regretted such a decision, but the State Highway Departments as well would have found the condition intolerable in view of the increased number of openings of the lift spans necessary for navigation, and the consequent delays to land traffic in view of the expanded commerce.

If there are other questions which are not fully explained to your satisfaction here or in the inclosed letter, please feel free to request further information. It is realized that the situation may invite criticism, but I am convinced, in view of the past history of waterborne commerce on the waterway and the possibilities for the future, that you will agree that the proper action has been taken by the Corps of Engineers in regard to both bridges.

Very truly yours,

/S/ J. U. Moorhead

J. U. MOORHEAD
Colonel, Corps of Engineers
District Engineer

1 Incl
cy ltr to OSHD
Aug 20, 54

ADDRESS REPLY TO
THE DISTRICT ENGINEER
(NOT TO INDIVIDUALS)

CORPS OF ENGINEERS, U.S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND, OREGON DISTRICT
628 PITTOCK BLOCK
PORTLAND 5, OREGON

7971

NPPKS-4

5205

June 25, 1954

REFER TO FILE
NO. NPP 800.6(Oregon Sl.-Bridges)-2

Oregon State Highway Department

Salem, Oregon

Attention: Mr. R. H. Baldock, State Highway Engineer

Gentlemen:

Reference is made to your application of June 1, 1954, for approval of plans for reconstruction of the highway bridge crossing Oregon Slough on route U. S. 99 between Portland, Oregon, and Vancouver, Washington.

In response to the public notice concerning the application the Port of Portland replied by letter signed by Mr. Winn, Manager, as follows:

> "The Commission, being vested with regulatory powers, conferred by the State of Oregon, in respect to this particular waterway, does not volunteer views or take action unless a permit is directly applied for under the provisions of the Port law".

As a result of their letter reference was made to the Oregon laws, and it appears that Section 382.125 of the Oregon Revised Statutes makes the construction of bridges within port districts of over 100,000 population subject to the approval of the board of commissioners of the port district, in this instance the Port of Portland.

It is suggested, therefore, that the plans be submitted to the Port of Portland Board of Commissioners in order that if agreeable their approval be received in this office prior to forwarding by this office to higher authority for final action. It is expected that the application will be forwarded about July 13 to 14, 1954,

REFERRED TO
Paxson
By State Highway Engineer

unless valid objections to the work are received prior to that date and, of course, subject to receipt of the approval of the Port of Portland.

FOR THE DISTRICT ENGINEER:

Very truly yours,

T W Ragsdale
T. W. RAGSDALE
Chief, Operations Division

RECEIVED
JUN 28 1954

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[illegible] 1954
FOR FILING
7971
4653

P

June 1, 1954

The District Engineer
Corps of Engineers
U. S. Army
628 Pittock Block
Portland 5, Oregon

Dear Sir:

Application is hereby made by the Highway Department of the State of Oregon at Salem, Oregon, for approval by the Chief of Engineers and the Secretary of the Army of plans for the widening of the existing bridge across Oregon Slough on US99 between Portland, Oregon, and Vancouver, Washington. This structure is 104.5 miles above the mouth of the Columbia River as shown on the attached plans.

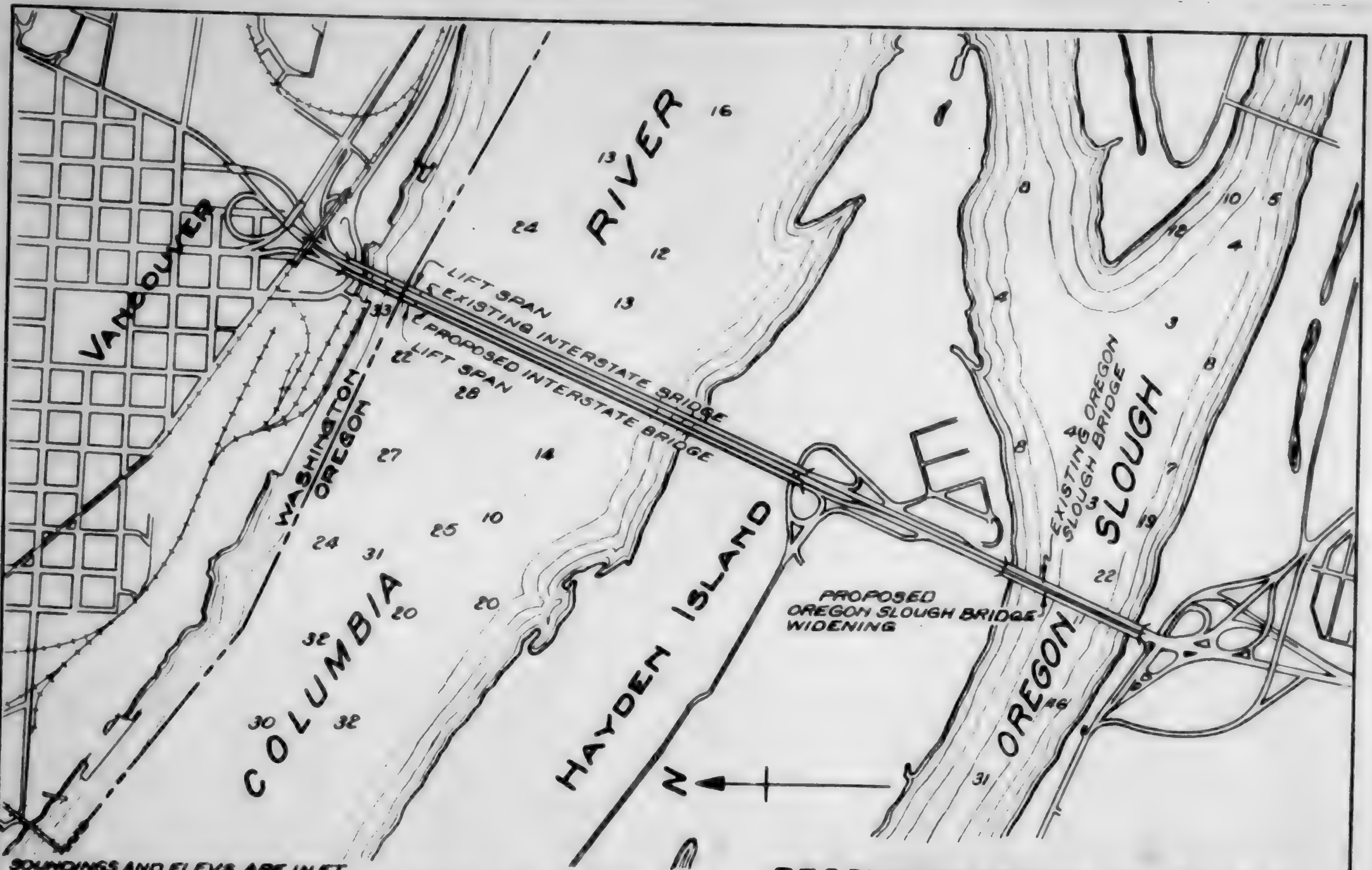
Legal authority for the structure is found in the General Bridge Act of 1946. Enclosed herewith is an excerpt from the minutes of the Oregon State Highway Commission authorizing the building of a second bridge across the Columbia River and approaches thereto. The widening of the Oregon Slough Bridge is a portion of the south approach to this project.

The existing structure is to remain in place and the widening will be done on the west, or downstream, side. The complete structure when widened will provide for two 39-foot roadways separated by a 4-foot divider with sidewalks on each side. The total width of the structure will be 94 feet. The widened portion of the structure will provide identical clearances, both vertical and horizontal, with the structure now in place. The permit for the existing structure granted in 1914 provides that one span be so constructed that it can be converted into a drawbrige. The State accepts the same condition for the widened portion of the structure.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encls.
GSP:gm
cc G. S. Paxson

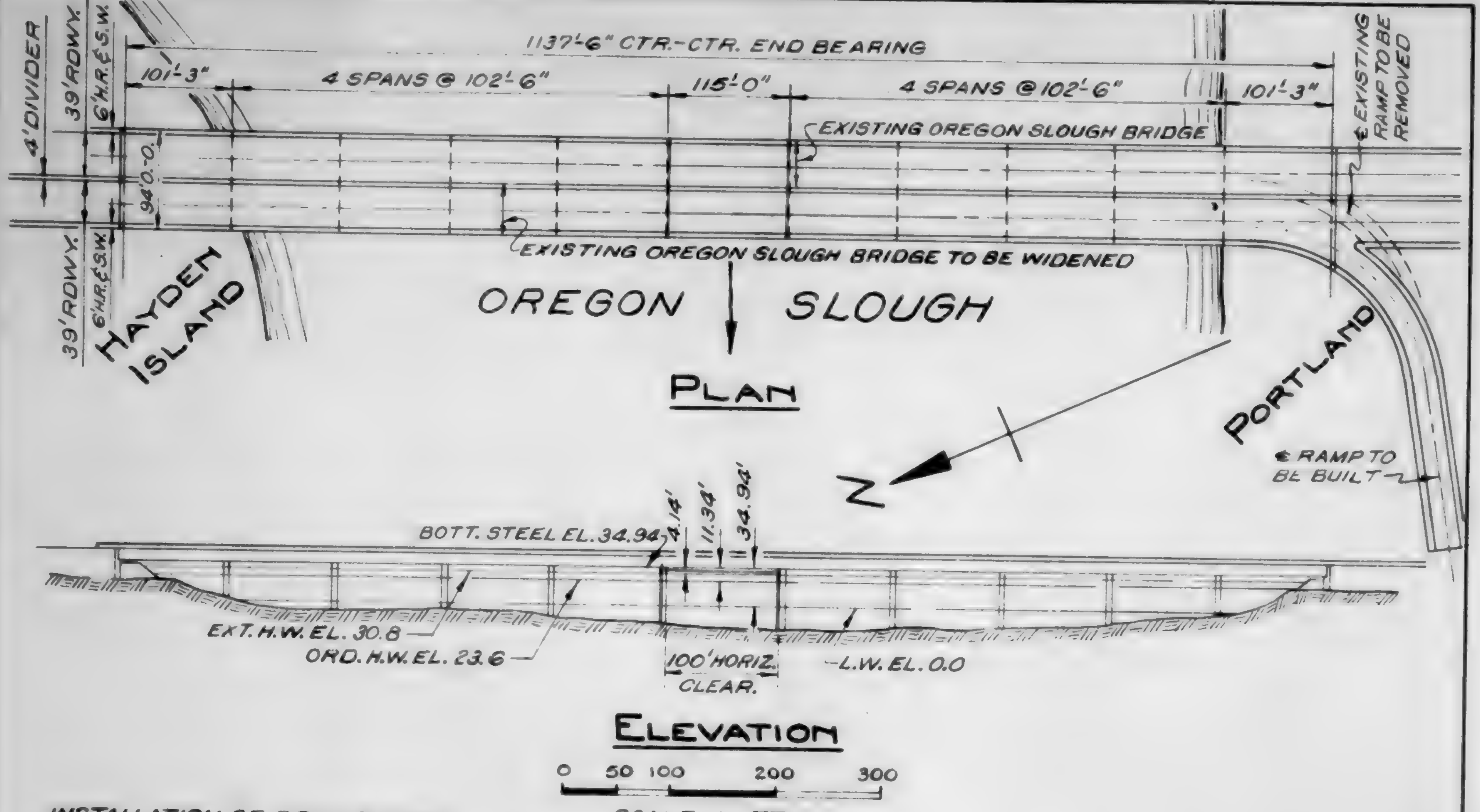


SOUNDINGS AND ELEVS. ARE IN FT.
AND REFER TO COLUMBIA RIVER
DATUM, 1929 ADJUSTMENT. LOW
WATER 1.4 FT. ABOVE M.S.L.
MILES ABOVE MOUTH - 104.5

LOCATION MAP

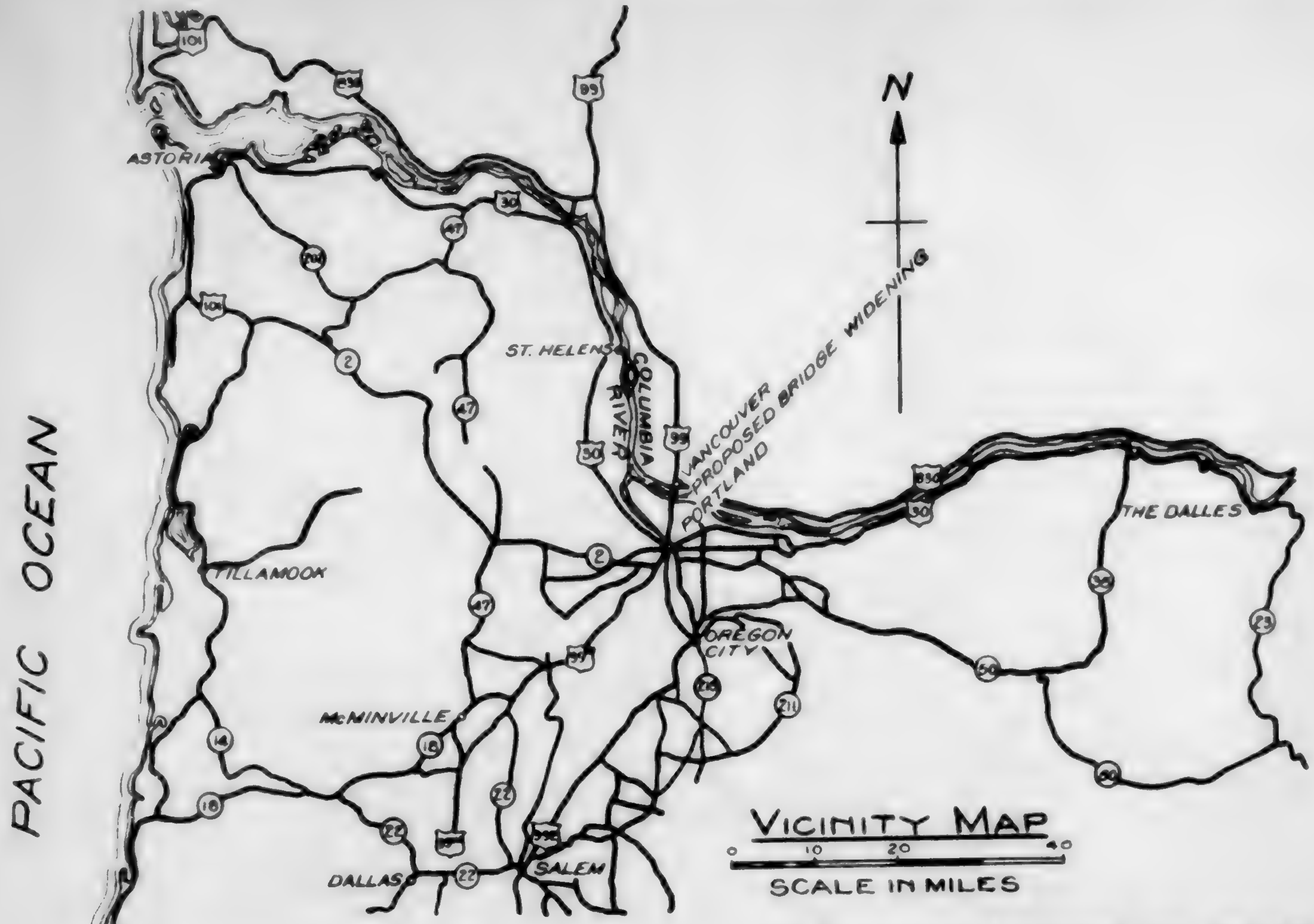
0 500 1000 2000
SCALE IN FEET

RECONSTRUCTION OF BRIDGE
OVER
OREGON SLOUGH
AT
PORTLAND
PACIFIC HIGHWAY - MULTNOMAH CO.
SEC. 34 - T2N - R1E - W.M.
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
MAY 28, 1954
SHEET 1 OF 3



INSTALLATION OF DRAW BRIDGE:
REQUIRED THAT: AT ANY TIME IN THE FUTURE, WITHIN SIX MONTHS OF THE DATE OF ISSUANCE OF NOTICE BY THE SECRETARY OF THE ARMY THAT THE INTERESTS OF NAVIGATION DEMAND SUCH ACTION, THE HIGHWAY COMMISSION SHALL PROVIDE AND INSTALL READY FOR OPERATION A DRAWSPAN GIVING A HORIZONTAL CLEARANCE OF NOT LESS THAN ONE HUNDRED FEET MEASURED AT RIGHT ANGLES TO THE AXIS OF THE CHANNEL AND SUCH VERTICAL CLEARANCE AS MAY BE PRESCRIBED BY THE SECRETARY OF THE ARMY.

RECONSTRUCTION OF BRIDGE
OVER
OREGON SLOUGH
AT
PORTLAND
PACIFIC HIGHWAY - MULTNOMAH CO.
SEC. 34 - T2N - R1E - W.M.
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
MAY 28, 1954
SHEET 2 OF 3



VICINITY MAP

RECONSTRUCTION OF BRIDGE
OVER
OREGON SLOUGH
AT
PORTLAND
PACIFIC HIGHWAY-MULTNOMAH CO.
SEC. 34-T2N-R1E-W.M.
APPLICATION BY
OREGON STATE HIGHWAY COMMISSION
MAY 28, 1954 SHEET 3 OF 3

RECEIVED

FILING

7771

5205

CORPS OF ENGINEERS, U. S. ARMY
OFFICE OF THE DISTRICT ENGINEER
PORTLAND DISTRICT
628 Pittock Block
Portland 5, Oregon

NOTED
W. C. WILLIAMS

NPPGS-4
NPP [illegible](Oreg.Slough-Bridges)-2

June 9, 1954

PUBLIC NOTICE

The Oregon State Highway Commission, Salem, Oregon, has requested approval of plans for reconstruction of the existing highway bridge crossing Oregon Slough on route U S 99 near Portland, Oregon.

The plans submitted by the Highway Commission provide for widening of the present structure to provide for two roadways with a total width of 94 feet. Clearances proposed for the main navigation span will be identical with the existing bridge, which are as follows:

Main Navigation Span

Horizontal at right angle to stream	100 feet
Vertical, above low water	34.94 feet
Vertical, above extreme high water	4.14 feet

The plans show that the navigation span will be fixed, but the plans include the following statement: "At any time in the future, within six months of the date of issuance of notice by the Secretary of the Army, that the interests of navigation demand such action, The Highway Commission shall provide and install ready for operation a drawspan giving a horizontal clearance of not less than 100 feet measured at right angles to the axis of the channel and such vertical clearance as may be prescribed by the Secretary of the Army".

Plans for the proposed reconstruction of the bridge are on file and may be seen in this office.

Letters concerning the effect of the work on navigation are requested from all parties concerned, particularly navigation interests and State and local authorities. A public hearing is not proposed unless the response to this notice indicates it is necessary. Replies to this notice should be mailed to reach this office not later than July 9, 1954.

T. H. LIPSCOMB
Colonel, Corps of Engineers
District Engineer

RECEIVED
FOR FILING

7971

5205

June 3, 1954

Mr. W. A. Bugge
Director of Highways
Transportation Building
Olympia, Washington

Dear Mr. Bugge:

Herewith copy of letter from Robert L. May, Assistant Counsel, together with a draft of a proposed bill to appropriate money for payment of the cost of altering and reconstructing the Interstate Bridge across the Columbia River between Portland, Oregon and Vancouver, Washington.

Would appreciate your sending this bill to someone in your Congressional delegation and asking him to confer with Senator Cordon about its introduction.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

RHB:hi fp

(See letter 6-3-54 to Sen. Cordon for copy of enclosures.

7971

5205

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 2, 1954

SUBJECT:

To: Mr. R. H. Baldock
State Highway Engineer
Office

NOTED
State Highway Engineer

Dear Mr. Baldock:

I am enclosing herewith ten copies of a draft bill, under the terms of which the Congress of the United States appropriates the sum of $2,620,600.00 for the purpose of paying the cost of altering and reconstructing the Interstate Bridge across the Columbia River.

In preparing this bill we were unable to obtain the rules of Congress governing preparation of bills. We were also unable to find any previous appropriation bill under the Truman-Hobbs Act. It was, therefore, necessary to simply use other and different appropriation bills as a guide. The draft will almost certainly require extensive revision by Congressional committee counsel.

The references to particular statutes in the bill are to the Truman-Hobbs Act, and you will note that the sum appropriated is given as a lump sum since this seems to be the practice in the usual appropriation bill.

Yours very truly,

C. W. ENFIELD
Chief Counsel

By Robert L. May
ROBERT L. MAY, JR.
Assistant Counsel

One copy of
draft Bill returned
to Sauline W
7-7

RLM:avh
Encl.

cc - G. S. Paxson

RECEIVED
JUN 2 1954
OFFICE OF
STATE HIGHWAY ENGINEER

A BILL

To appropriate money for payment of the cost of altering and reconstructing the Interstate Bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington.

Be It Enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That:

There is hereby appropriated, out of any money in the Treasury not otherwise appropriated, the sum of $2,620,600, for the purpose of paying the cost of altering and reconstructing the Interstate Bridge across the Columbia River between Portland, Oregon, and Vancouver, Washington, pursuant to the provisions of sections 1 through 8, of chapter 409, Act of June 21, 1950 (54 Stat., 497-500; 33 U. S. C., sections 511 through 518), as amended by sections 1 and 2 of chapter 889, Act of July 16, 1952 (66 Stat. 732, 733).

RECEIVED
FOR FILING
7771
5205

DAILY JOURNAL OF COMMERCE
January 25, 1954

State May Be Forced To Rebuild Bridge

(D. J. of C.—Jan. 25, 1954)

The State Highway Commission may have to rebuilt the interstate bridge between Portland and Vancouver because the Corps of Engineers considers it a hazard to navigation. The rebuilding job would cost an estimated $1,400,000 and cost of the new bridge, scheduled for construction next year, would be raised by $500,000.

The commission decided to rebuild the present span and amend plans for the new bridge if the federal government will pay the rebuilding cost. The new bridge is to be a duplicate of the old one.

26-1005 Steel Br. Redecking over 1958
Willamette River on Pacific
#5206 Hwy. in City or Portland

RECEIVED
MAY 4 - 1960
FOR FILING
[illegible]005
5206

A

UNION PACIFIC RAILROAD COMPANY

DEPARTMENT OF OPERATION

APRIL 28, 1960

Ref. File: D [illegible] - 33 - I

Steel Construction Company of Oregon
5900 N. W. Front Avenue
Portland, Oregon

Attn: Mr. J. T. Butler

Gentlemen:

Confirming 'phone conversation with our Mr. Deakin, April 25th, relative to protection of highway traffic at the Steel Bridge, Portland, while contract work is being carried on for replacing lower deck cables:

It is understood that the City Traffic Department (Mr. Bergstrom) and State Highway Department (Mr. Paxson) have approved your proposal to close the two inside lanes in lieu of closing the outside lanes during the construction work, with the understanding that the inside might be opened up on momentary notice for passage of a wide load travelling under permit, which couldn't pass through the outside lanes; and in order to protect against such possibility of a wide load trying to pass without sufficient clearance, you are to place warning signs approximately 500 feet from barricades, notifying wide loads to stop before proceeding through this structure.

Yours very truly,

U. H. Baker,
Superintendent

cc:

Mr. R. V. Cotton, Bridge Supt.
Oregon State Highway Department
9200 S. E. McLoughlin Blvd.
Portland, Oregon

RECEIVED
MAY - 3 1960
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
G. S. PAXSON

G.S. Paxson

Files

RECEIVED
MAR - 1959
FOR FILING
5206

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 27, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5206	5 Final	The Steel Construction Co. of Ore.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4629	H237756	$9,118.53	2-27-59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **100 workdays from June 7, 1958**

Time Extensions: **None**

Completion Date: **Nov. 21, 1958**

Date Accepted: **Dec. 11, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Feb. 27, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed:

MAR 2 1959

NOTED ON CARD
em

RECEIVED
FEB [illegible] 1959
FOR FILING

[illegible]

Feb. 20, 1959

CERTIFIED MAIL

Hartford Accident & Indemnity Co.
Pacific Dept.
Hartford Bldg.
San Francisco 20, Calif.

Gentlemen:

State Highway Contract No. 5206, for redecking Steel Bridge Lift Span, Pacific Highway in Multnomah County, was completed by the contractor, The Steel Construction Company of Oregon, on Nov. 21, 1958, and was formally accepted by the Highway Commission on Dec. 11, 1958.

Final payment in the amount of $9,118.53 will be released to the contractor on or after March 2, 1959. The total contract amount is $119,568.53, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Alan M. Johnston
1120 Portland Trust Bldg.
Portland, Oregon

RECEIVED
SEP 3 - 1958
FOR FILING

Copy - Adams
Oregonian
Dem - Journal

REPAIR OF DECK ON STEEL BRIDGE

The Steel Bridge over the Willamette River was built to carry streetcars and the comparatively light vehicular traffic of that time. The deck consists of timber built up in several layers in order to distribute the load from the streetcars. Under present-day traffic some compression has occurred in the timber making it difficult to hold the normal asphaltic concrete surfacing.

The State Highway Commission on May 28, 1958, awarded a contract for the redecking of the drawspan of this structure which will replace the existing timber deck with a steel grid decking filled with lightweight concrete. This filling is necessary because of gases from the railroad operations on the lower deck. The steel grid is specially made and delivery of the material was not made until about the time of the strike of the operating engineers so that the start of the contract has been delayed. It is expected that work will begin immediately after Labor Day.

It will be necessary to close some lanes of traffic during the time the redecking is taking place and, in order to minimize the inconvenience to traffic, the contract provides that the contractor shall work two shifts each working day and that he shall complete all of his work within 100 working days.

While this contract work is under way on the drawspan, state forces will remove the existing surfacing and the upper layer of timber under this surfacing and will replace it with a heavy asphaltic concrete wearing surface. They will do this one lane at a time, matching the lane which has been closed by the contractor's work on the drawspan.

Any work done on the deck of this bridge is an inconvenience to traffic but under the program outlined it is hoped that inconvenience will be held to a minimum and the entire deck will be back in use in the shortest possible time.

August 29, 1958.

RECEIVED
AUG 11 1958
FOR FILING

5206

FORM [illegible]

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH H. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Aug. 11, 1958

The Steel Construction Company of Oregon
5300 N. W. Front St.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5206, awarded May 28, 1958,
for Steel Bridge Lift Span Redecking on
Pacific Highway in Multnomah County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
MAY 13 1958
FOR FILING

May 12, 1958

Steel Construction Co. of Oregon
5200 N. W. Front Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958, accepted your bid in the amount of $119,600 for redecking the Steel Bridge over the Willamette River on Pacific Highway in the City of Portland in Multnomah County, which was the low bid received for that job May 8, 1958. The Commission referred the bid to the Engineer with authority to award the contract to you as soon as certain conditions have been satisfied.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED

FOR FILING

FORM E-30X—37,800—8-56—95658

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 14th, 1958

SUBJECT: **Steel Bridge Approaches**

To: I. A. DeFrance
Maintenance Engineer
State Highway Department
Salem, Oregon

Enclosed herewith is copy of a letter from Mr. R. V. Cotton, transmitting an estimate of costs to remove all 2x2 decking on the approaches of the Steel Bridge and pave directly on the 5x12 planking. Mr. Cotton has noted that a trial section was done in this manner four years ago, and has proven very satisfactory.

During the early part of May of this year, additional areas were treated in the same manner, and the estimate submitted by Mr. Cotton was on the request of Mr. P. M. Stephenson.

Included in the estimate is provision for some replacement of 5x12 creosoted timber deck planks, if required.

Original signed by A. E. Johnson

A. E. JOHNSON
Assistant Division Engineer

AEJ:w
Encls.

cc: P. M. Stephenson ✓
Ivan Merchant
R. V. Cotton

NOTED
P. M. STEPHENSON

RECEIVED
MAY 15 1958

FORM E-30 25M 9-51 52818

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
May 12,1958

SUBJECT: Steel Bridge Approaches.

To: Mr. A. G. Skelton
Division Engineer
Portland, Oregon

Accompanying this letter you will find drawings #9316 & #9317 for Steel Bridge Redecking, upon which we have indicated the areas where we have removed the 2x2 decking and replaced with 4" of A C paving.

You will note a strip approximately 50' in length in the right wheel lane beside the West Gatehouse. In February, 1954, we removed the 2x2 and paved directly on the 5x12 longitudinal planking. In over four years we have not had to repair this strip and today it shows only two or three transverse cracks.

On May 1st of this year while we were patching the AC pavement on the 2x2 we cut the ends of the 2x2 on an extremely bad section 12 ft. wide and 36' long, then removed them with a light back hoe. On this, the first trial with the back hoe the 48 sq.yds were removed in 50 minutes, and we have since removed over 75 sq.yds per hour. There remains very little of the original nailing and in some cases the back hoe is able to remove 16 to 18 pieces with one pass.

On May 2, 1958, Mr. P. M. Stephenson, accompanied by Mr. A.E.Johnson observed the conditions and the results of our efforts and asked us to prepare and submit to the Maintenance Department an estimate of costs necessary to remove all 2x2 decking on the approaches, then pave directly on the 5x12 planking. The required estimate accompanies this letter.

This method is not set forth with the claim to eliminate all maintenance of the deck, for there is a weakness at the expansion joints, where the expansion plates are bolted to the plank ends, and it will be necessary for us to wedge up under loose cross ties as before, but we will be able to eliminate over 90% of the present cost which was $11,000.00 during 1957 or over 10% of our Division I Bridge Maintenance Budget. It is possible that by sealing the deck the deck will last for 8 or 10 years longer. We can work in the same lane that the contractor is replacing on the lift span and by that means we will cause no extra hinderance to traffic, also we will be able to work a full day and clean out a complete lane before the paving is placed.

Mr. A. G. Skelton

May 12, 1958

You will notice an item for replacement of decayed 5"x12" treated deck planks. So far we have not found any serious decay, but some was found in 1951 and it stands to reason that we will have to replace some planks at this time. We can purchase them and have them on hand, if there are any left over we can use them as bulkhead planks on other jobs.

We have asked for no reinforcing because our experience indicates that none is required, in fact we have found that a welded mesh placed in 2" of AC seems to cause the pavement to crack directly over the wires of the mesh.

The weight of the deck will only increase about 17 pounds per square foot.

R V Cotton
R. V. Cotton
Bridge Superintendent

RVC:hn

P.M. Stephenson ✓
cc ~~M. F. Chiasey~~
Ivan Merchant

ESTIMATE STEEL BRIDGE REDECKING (STATE)

Item	Unit	Amt.	Allow	Total	Unit Cost	Amount
1. Cl.B Asphalt	.Ton	1300	130	1430	8.00	$ 11,440.00
2. Tack Coat	Ton	4	1	5	45.00	225.00
3. Removal of existing 2x2 & AC Pavement	Sq.Yd.	6050	605	6655	1.60	10,648.00
					Cost	$ 22,313.00
Estimated Replacement of Decayed 5"x12" creo/pet.treated deck planks						687.00
					Total	$ 23,000.00

STEEL BRIDGE REDECKING (STATE)

	From	**To**	**Sq.Ft.**	**Tons/Sq.Ft.**	**Tons/Sq.Ft.**	**Ton**
A. GLISAN ST. APPROACH	End Wood Deck	Bent 1	1849	.02428	44.9 .00008	
	Bent 1	Bent 4	2318	"	56.3	
	Bent 4	Bent 7	3622	"	87.9	
	Bent 7	Sta. 60+31.41	1800	"	43.7	
	Sub		9589	"	232.8	
B. WEST FIXED SPAN	Sta.58+98.59	End N^{u}sing	8954	"	217.4	
	End Nosing	End Span	4721	"	114.6	
	Sub		13675	"	332.0	
C. EAST FIXED SPAN	W. End Span	End Nosing	5041	"	122.4	
	End Nosing	E. End Span	10488	"	254.6	
	Sub		15528	"	377.0	
D. EAST APPROACH SPAN	Sta.51+02.75	Bent 5	4246	"	103.1	
	Bent 5	Bent 9	4890	"	118.7	
	Bent 9	Sta.48+60+	2700	"	65.6	
	48+58+	47+97+	2272	"	55.2	
	Sub		14108	"	342.5	
Complete Length 1'W Adj. to Curbs			1510	.01214	18.3	
			54410	Total	1302.6	4.2

RECEIVED
MAY 12 1958
FOR FILING

5706

May 12, 1958

Union Pacific Railroad Company
2525 N. Larrabee Avenue
Portland 12, Oregon

Attention: Mr. R. E. Haacke,
Division Engineer

Gentlemen:

Re: Steel Bridge Redecking
Bridge No. 6683-A

Bids for the replacing of the lift span deck of the Steel Bridge were opened at the May 8 meeting of the Highway Commission.

I am enclosing four copies of the bid tabulations and four copies of the Summary of Bids Received for this work.

The Steel Construction Company of Oregon was the low bidder in the amount of $119,600. The Steel Construction Company of Oregon is a division of the Gilmore Steel and Supply Company, Inc., and their Portland office is at 5200 N. W. Front Avenue, Portland 10, Oregon. The Steel Construction Company of Oregon is prequalified for $20,000,000. This Company is primarily a steel erection concern. They have had numerous steel erection jobs with this Department, the most recent of which was the erection of the steel girders for the Willamette River Bridge at Newberg. Other jobs for which they were the subcontractor on steel erection are the Willamette River Bridge at Springfield and two deck truss structures across the South Umpqua River near Roseburg.

This Department considers the Steel Construction Company of Oregon eminently qualified in steel erection. May we have your approval of the Steel Construction Company of Oregon as contractors for this project.

Very truly yours,

W. C. Williams
State Highway Engineer

cc: Mr. R. H. Brown
IDM/mm

I-5-4(16)215 Saddle Butte-Twin 1958
Buttes Sec. of Pac.
#5207 Fwy. (Grading)

RECEIVED
MAR 16 1961

COMMISSIONERS
M. R. McIVER, CHAIRMAN
PORTLAND
KENNETH N FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

I-5-4 (16) 215

5207

W. C. WILLIAMS

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 15, 1961

R. A. Heintz Construction Company
211 N. E. Columbia Boulevard
Portland 11, Oregon

Dear Mr. Heintz:

Reference is again made to your claim in the amount of $997.88 on the Saddle Butte-Twin Butte Section of the Pacific Highway, Contract No. 5207. This claim is an adjustment for under-run of the topsoil item which was reduced from a bid quantity of 16,000 cubic yards to 648 cubic yards.

We have been unable to procure Bureau of Public Roads participation for the payment of this claim. Under the existing circumstances, we have no alternate but to deny payment of the claim.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Tom Edwards
Construction Engineer

FBK:db:fp

cc W. C. Williams
Forrest Cooper
R. L. Porter
J. D. Walker

RECEIVED
FEB 15 1961
FOR FILING

I-5-4(11)215

5207

February 15, 1961

R. A. Heintz Construction Company
211 N. E. Columbia Boulevard
Portland, Oregon

Gentlemen:

This relates to Contract No. 5207, Saddle Butte-Twin Buttes Section of the Pacific Highway. Several weeks ago in a phone conversation with Mr. Bob Heintz, I told him I would look into the matter of a $1,000 deduction from the final estimate with the idea of getting this money released or offering further explanation of why release could not be made. I apologize for taking so long to answer, but I wished to review all information and data before replying.

On April 30, 1958 the State obtained a right-of-way option on property belonging to C. L. Ogestal which contained an agreement that the State would give the optioner 15 days notice before taking possession of the optioned right of way. The instrument contained a further agreement that if for any reason 15 days notice could not be given, the State was to pay the owners an additional $1,000. On May 23, 1958 the owners were notified that the Highway Commission intended to exercise the option which would give the Commission or its contractor a right of entry on June 10, 1958. Our record indicates that one of your subcontractors made entry on the property on June 4, 1958 which was nine days prior to the date of contract award.

Because of this incident, the State was unable to get a deed to the property unless the terms of the option were met. The property owners, through their attorney, made claim not only for the agreed $1,000, but for some $1,200 additional damage. The State had no recourse except to pay the $1,000 and deny responsibility for the remainder. We understand that your company did make settlement for this additional claim at an amount mutually agreed on.

Because of the terms in the right-of-way option the State could not obtain title to this right of way except by paying the $1,000 and further because your subcontractor entered the premises prior to the award of contract, the Department feels justified in asking your company to stand the cost.

If this explanation is not clear or if you wish to discuss it further, I am available at your convenience.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:sw

cc: Forrest Cooper
Tom Edwards

RECEIVED
SEP [illegible] 1960
FOR FILING
[illegible]
5207

FORM E-123-X 1-60

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH R. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 14, 1960

Mr. R. A. Heintz
Heintz Construction Company
P. O. Box 1806, Piedmont Station
Portland 11, Oregon

Saddle Butte-Twin Buttes Section
Pacific Highway
Contract No. 5207

Dear Mr. Heintz:

We recently executed a price agreement in the sum of $1,000 adjudicating a claim advanced by your firm covering expenses incurred by the State in connection with trespass at the start of the project.

The Bureau of Public Roads has refused to participate in this adjustment; therefore, your claim must be denied.

We return the price agreement herewith.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Tom Edwards
Construction Engineer

TE:jw

Encl.

cc Forrest Cooper
R. L. Porter
C. H. Maison
C. G. Polk

RECEIVED
SEP 15 1960
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

FORM CD-121
(5-12-59)

UNITED ST ES G ERNMENT

Memorandum

S. DE RTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
408 State Highway Building
Salem, Oregon

7

I-5-4(16)215

TO : W. S. Williams, State Highway Engineer
Salem, Oregon

DATE: September 7, 1960

5207

C G Polk

FROM : C. G. Polk, Division Engineer
Salem, Oregon

08-35.8-DA

SUBJECT: Project I-5-4(16)215 Saddle Butte-Twin Butte Section, Pacific Freeway. Price Agreement No. 3, Reimbursement for crop damages

We have received your letter of August 25, 1960 concerning the above, and wish to comment on the contents.

We are unable to understand why the Highway Department recognized this action on the part of an apparent low bidder as establishing an obligation on their part to reimburse the owner for the damages. Under Part 1 of the contractors claim, it is apparent that he was trespassing on the Ogle property since he entered the property before the contract was awarded. He evidently recognized his responsibility and paid the property owner for the damages. Since the contractor has admitted his obligation in this matter of trespass by paying damages in excess of that obligated in the agreement between Mr. Ogle and the State, it is not apparent that the State is in any way obligated to pay additional damages to Mr. Ogle. Also, we do not agree that the additional damages paid by the State should have been deducted from the contractors payment since he had already paid for damages claimed.

Under Part 2 of the claim, we agree with the resident engineer that payment for top soil should be limited to the 630 cu.yds. actually used. There is no basis for Federal participation in payment in excess of this amount.

The price agreement provides a Lump Sum amount of $1000 for damage to crop and/or reduction in top soil, neither of which are considered eligible for Federal participation.

Copies of the Agreement are returned without approval.

Porter

RECEIVED
SEP 7 - 1960
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING
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5207

August 25, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We have had under consideration for some time a claim by the contractor on the Saddle Butte-Twin Buttes Section of the Pacific Highway, Contract No. 5207. This claim is divided into two separate parts.

Part 1 concerns the trespass by the contractor of the Ogle property, File No. 23578. Under the option executed with Mr. Ogle, the State Highway Department obligated itself to pay for crop damage in the amount of $25 per acre for the 40 acres being acquired if we took possession of the property prior to the expiration of a 15-day notice period. This 15-day notice period expired June 10, 1958. The contractor, Mr. R. A. Heintz, moved onto the project prior to being awarded the contract and at his own risk. On June 4, 1958, he did enter the Ogle property and damaged about seven acres of crop. He subsequently contacted the property owner and paid him the sum of $100 an acre for the seven acres in settlement of the damage claim. He then removed his equipment from the property and did not again enter said property until after June 13, the date of the contract award.

Mr. Ogle also contacted the State Highway Department and demanded payment of $1,000 (40 acres at $25 per acre) as stipulated in the option form because of the contractor's trespass. The sum was paid the property owner by the State Highway Department and deducted from the contractor's estimate. Since that time, the contractor has protested this action.

Part 2 of the claim is for a reduction in the quantity of topsoil from 16,000 cubic yards to 630 cubic yards. The material from which this grade was constructed was contractor furnished. When the contractor purchased his borrow areas, he took into account the requirement that 16,000 cubic yards of topsoil would be needed to complete the job and therefore purchased acreage containing visible topsoil. It developed that his borrow area contained deep amounts of topsoil and he therefore constructed the entire grade with topsoil materials. This, of course, had the effect of eliminating the necessity of placing topsoil along the fill slopes and the median slopes in a separate operation.

The resident engineer felt that no additional compensation for the topsoil would be justified as the contractor did none of the topsoiling work usually required. The contractor, of course, feels that he is entitled to full payment for topsoil and demanded 28 cents per cubic yard (the difference between the topsoil price and the embankment in place price) for the total amount of about $4,300.

In final settlement of these claims, we forward for your consideration Price Agreement No. 3 in the amount of $1,000. We believe that the $1,000 settlement is decidedly to the advantage of the State Highway Department and the Bureau of Public Roads and we request your approval.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. R. L. Porter

FBK:fp fn

FORM E-30 50M 2-60 26118

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 22, 1960

SUBJECT: Saddle Butte-Twin Buttes Section
Pacific Highway
Contract No. 5207

To:
Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Enclosed find Price Agreement No. 3 on this section in the amount of $1,000 in settlement of a long outstanding claim for (1) money withheld for crop damage; and (2) reduction of topsoil quantities.

Under Right of Way File 23578, Ogle, the State Highway Department obligated itself to pay for crop damage in the amount of $25 per acre for 40 acres or $1,000 if we took possession of the property prior to the expiration of a 15-day notice period; said notice period to be completed June 10, 1958. The contractor moved onto the project prior to being awarded the contract and at his own risk. One June 4 he entered the Ogle property and damaged approximately 7 acres of crop. Since the contractor was working at his own risk, he contacted the owner and dealt with him on his own. He subsequently paid the property owner the sum of $100 per acre for the 7 acres damage or $700. After settling for this trespass, the contractor immediately removed his equipment from the property and did not again enter said property until June 13, the date of award.

The property owner, Mr. Ogle, also contacted the State Highway Department and demanded payment of $1,000 as stipulated in the option form covering the entier 40 acres because of the contractor's trespass. This sum was paid the property owner and deducted from the contractor's estimate. Since that time, the contractor has protested the $1,000 deduction and this Price Agreement covers a settlement in part for this claim.

The second portion of Mr. Heintz' claim is for a reduction in quantity of topsoil from 16,000 cubic yards to 630 cubic yards. The material from which this grade was constructed was contractor furnished. The contractor asserted that when he purchased borrow areas for this material he took into account the requirement that 16,000 cubic yards of topsoil would be needed to complete the job. It developed that his borrow areas contained deep amounts of topsoil and he therefore constructed the entire grade with topsoil materials. This, of course, had the effect of eliminating the necessity of placing the topsoil subsequent to the embankment construction itself.

The resident engineer felt that no additional compensation for topsoil would be justified as the contractor did none of the topsoiling work usually required. The contractor feels that he was entitled to full payment in as much as the final section contained topsoil as required by the plans. His topsoil claim would amount to the difference between topsoil price and embankment in place price for the sum of approximately $4,000. The contractor has protested the reduction in quantities from 16,000 cubic yards to 630 cubic yards and this Price Agreement is in part a settlement for this claim.

Your approval of the $1,000 payment to the contractor in settlement of all claims is solicited. I enclose a rough draft of a letter for the Bureau of Public Roads requesting their concurrence in this matter.

Tom Edwards
Tom Edwards
Construction Engineer

FBK:fp

Enclosures

cc J. D. Walker

W. C. Williams

RECEIVED
JU [illegible] 0

FOR FILING

NOTED
W. C. WILLIAMS

A

January 25, 1960

FINAL COST ANALYSIS
Grading

Saddle Butte-Twin Buttes Section
Contract No. 5207

I 5-H (16) 215

Contractor: R.A. Heintz Construction Co.
Resident Engineer: L.L. MacIntyre

Pacific Highway
Prefix 22-1071

Item 5207	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	21,700.00		14,743.67	21,700.00
Removal of Bridge	100%	All	1,500.00		898.31	1,500.00
Drainage Excav., Unclass.	4,585.82	Cu. Yd.	2.00	1.94	8,909.20	9,171.64
**Embankment in Place	1,426,407	Cu. Yd.	0.47	0.44	633,184.47	670,411.29
Furnish & Place Topsoil	603.4	Cu. Yd.	0.75	0.54	323.74	452.55
*Finish R.B. & Slopes	6.72	Mile	800.00	609.85	4,098.21	5,376.00
18" Corr. Metal Pipe	596	Lin. Ft.	5.00	4.92	2,933.69	2,980.00
12" Concrete Pipe	1,864	Lin. Ft.	1.90	1.87	3,486.7p	3,541.60
15" Concrete Pipe	1,035	Lin. Ft.	3.10	3.05	3,160.17	3,208.50
18" Concrete Pipe	2,295	Lin. Ft.	3.60	3.54	8,132.16	8,262.00
24" Concrete Pipe	3,504	Lin. Ft.	5.60	5.51	19,324.41	19,622.40
36" Concrete Pipe	1,108	Lin. Ft.	9.90	9.75	10,802.50	10,969.20
22" Arch Type C.M.P.	892	Lin. Ft.	5.50	5.41	4,829.78	4,906.00
15" Culvert End Sections	26	Each	54.50	32.24	838.17	1,417.00
18" Culvert End Sections	54	Each	60.00	36.96	1,996.10	3,240.00
24" Culvert End Sections	38	Each	83.00	54.48	2,070.27	3,154.00
36" Culvert End Sections	6	Each	164.50	122.00	732.01	987.00
22" Arch Type Culvert End Sec.	12	Each	57.50	34.98	419.71	690.00
***Class "A" Contrete	572.34	Cu. Yd.	50.00	43.00	24,610.62	28,617.00
***Metal Reinforcement	92,863.84	Lbs.	0.14	0.13	12,072.30	13,000.94
****Type 2 Fence	5,754.6	Rod	5.00	4.50	25,895.70	28,773.00
****20' x 48" Metal Gates	13	Each	90.00	90.00	1,170.00	1,170.00

FINAL COST ANALYSIS - Contract No. 5207
Saddle Butte-Twin Buttes Section

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*****Coarse Cr.Mat'l in Base	9,083	Cu.Yd.	3.00	2.75	24,978.25	27,249.00
*****3/4"-0 Mat'l in Base	1,252	Cu.Yd.	3.10	2.85	3,568.20	3,881.20
**Sprinkling	3,864.5	M-Gal.	1.75	1.36	5,272.86	6,762.88
*****Loose Rip Rap	2,832	Cu.Yd.	3.00	1.50	4,248.00	8,496.00
*****Furnish & Place Aggregate	142	Cu.Yd.	4.50	4.50	639.00	639.00
*****120-150 Asphalt	17.55	Ton	50.00	50.00	877.50	877.50
***PA#1 Cement Adj. Favor of Contr.	5.95	Bbl.	5.00	5.00	29,75	29.75
*****Pit Run Base Rock	1,474	Cu.Yd.	1.00	0.75	1,105.50	1,474.00
Force Account					1,591.31	1,591.31
Deduction as per letter 2-16-59 R-23578 - Charles L. Ogle						1,000.00
					826,942.27	893,150.76

	Heintz
*	Heintz & Lewis
**	Heintz, Lewis & Stone
***	Johnson & Bryant
****	Clarambean
*****	Morse Bros.

	Gross Revenue	Total Cost	Profit	% Profit
Heintz	$ 557,912.73	$ 491,704.24	$ 66,208.49	11.86%
Subcontractors	335,248.03	335,238.03	- -	- -
	$ 893,150.76	$ 826,942.27	$ 66,208.49	7.41%

DETAIL OF COST - Contract No. 5207

R.A. Heintz

Labor:					
Supervision				$ 13,331.12	
Labor				136,910.06	
Labor Insurance				12,018.00	
Health and Welfare				4,156.05	$ 166,415.23
Materials:					
18" Corr.Metal Pipe	596 Lin.Ft.	@	$2.97	1,770.12	
18" Corr.Metal Bands	33 Each	@	$2.97	98.01	
12" Concrete Pipe	1,864 Lin.Ft.	@	$1.10	2,050.40	
15" Concrete Pipe	1,035 Lin.Ft.	@	$1.95	2,018.25	
18" Concrete Pipe	2,295 Lin.Ft.	@	$2.25	5,163.75	
24" Concrete Pipe	3,504 Lin.Ft.	@	$3.40	11,913.60	
36" Concrete Pipe	1,108 Lin.Ft.	@	$6.00	6,648.00	
22" Arch Type C.M.P.	892 Lin.Ft.	@	$3.19	2,845.48	
22" Arch Type Bands	38 Each	@	$3.19	121.22	
15" Culvert End Sections	26 Each	@	$18.39	478.14	
18" Culvert End Sections	54 Each	@	$22.63	1,222.02	
24" Culvert End Sections	38 Each	@	$36.74	1,396.12	
36" Culvert End Sections	6 Each	@	$95.49	572.94	
22" Arch Type Culv.End Sections	12 Each	@	$20.97	251.64	36,549.69
Equipment Rental and Miscellaneous Supplies:					
Equipment Rental, Owned				153,596.73	
Equipment Rental, Hired				50,099.55	
Gas, Oil and Grease				23,270.67	
Bond and Insurance				6,780.68	
Freight and Cartage				2,808.01	
P.U.C.				32.00	
Royalty and Borrow Purchase				43,869.00	
Small Tools and Misc. Supplies				3,155.10	
Home Office and General Overhead				5,127.58	
Subcontracts				335,238.03	623,977.35
				TOTAL COST	$ 826,942.27

Remarks - Contract No. 5207

This was a "Federal Aid Interstate Project" calling for the construction of 6.66 miles of main highway roadbed, detours, and connections, stonebase and shoulders on detours; 5,800 rods of Type 2 fence; and two reinforced concrete box culverts on the Saddle Butte-Twin Butte Section of the Pacific Highway in Linn County. The project was bid May 9th and awarded June 13, 1958. Work started June 4, 1958 and was completed October 21, 1959.

The prime contractor, R.A. Heintz, subcontracted part of the embankment in place to Geo Lewis and Shirley G. Stone, their part of which was to be taken from the State furnished borrow known as the Courtney Creek borrow and the Saddle Butte borrow; the fencing to Dale Clarambeau; box culverts to Johnson & Bryant; and crushed rock and surfacing to Morse Bros.

The contractor and the two subcontractors started moving in equipment which consisted of twenty ruber tired tractor scraper units, thirteen crawler tractors and dozers, five #12 blades, one sheepsfoot and one 50-ton rubber tired rollers, two shovels one 3/8-yard and one 2-1/2-yard, one mobile truck crane with dragline plus other equipment used for maintenance. The clearing of the borrow areas and the main roadbed got under way June 4, 1958 but, due to rain, hauling was shut down until the June 9th. Good progress was made until July 12th when operations were again shut down due to a labor strike, except for Geo. Lewis who, not being a member of the union, was able to continue hauling borrow. The strike being settled August 12th, the prime contractor and Shirley G. Stone returned to work operating two 9-hour shifts. Lewis having completed his portion of the contract moved out his equipment September 29th and Stone completed his portion October 8th.

The prime contractor , not being able to complete the project that year, shut down all operations November 14th and returned on August 1, 1959 with the following equipment: one #12 blade, one HD21, one D8 cat and dozer and three TS360 AIC rubber tired tractor scraper units, and a pipe crew to finish putting in drain tile and end sections. All work was completed October 21, 1959. The prime contractor purchased three borrow pits for a total cost of $43,869.00 or $0.058 per cubic yard. 753,799.8 cubic yards of borrow were taken from three areas purchased. Lewis and Stone took 672,607.2 cubic yards from state furnished borrow.

The contractor with good bid prices and equipment realized a fair profit on all operations.

M.N. Juve
Chief Cost Analyst

By

C.E. Layton

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JAN - [illegible] 1960
FOR FILING
[illegible]
5207

January 8, 1960

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5207 for grading the Saddle Butte-Twin Buttes Section of Pacific Highway in Linn County was completed by the contractor, R. A. Heintz Construction Co., on October 21, 1959, and was formally accepted by the Highway Commission on November 5, 1959.

Final payment in the amount of $26,757.96 will be released to the contractor on or after January 18, 1960. The total contract amount is $893,150.76, of which amount $1,591.31 represents force account items.

A claim was filed against this contract, but was paid in full October 5, 1959, of which you were previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

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FOR FILING
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5207

October 29, 1959

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.,
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to R. A. Heints Construction Co., on contract #5207 for grading the Saddle Butte-Twin Buttes Section of Pacific Highway in Linn County.

This payment, in the amount of $31,084.21 will be released to contractor on or after November 9, 1959. The retained percentage is $26,795.65.

There was one claim filed against this project by Hub City Concrete Company for $1,826.76, which has been paid in full, of which you have been previously notified.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Form E-1—(Rev.)—10M—2-50

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OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 24th, 1959

Section SADDLE BUTTE - TWIN BUTTES
Kind of work Grading
Highway Pacific County Linn
Section prefix 22-1071
Contractor R. A. Heintz Const. Co.
Contract number 5207
Date of contract June 13th, 1958
Specified work days 210 Beg. 6-23-58
Date work started June 4th, 1958
Work days used 143
Project authorization $ 1,183,077.00
Exclusive of engineering $ 1,098,947.08
Per cent of time elapsed 68.1 %
Estimated cost of completed project, exclusive of engineering $ 903,678.43
Estimated per cent ~~overrun~~ or underrun -17.8 %
Per cent of contract completed, based on estimated cost 100.0 %
Engineering authorization $ 84,129.92
Engineering cost to date $ 48,250.96, 57.5 %
Date project was completed October 21st, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%			100%	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Project completed on Wednesday of this week.

FINAL REPORT

CONSTRUCTION DIVISION
RECEIVED
OCT 26 1959
NOTED ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Signed L. L. MacIntyre, Res. Eng.
Address 1101 N. Pacific Hwy., Albany, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.889	Detours & Frontage Rds.		Detours & Frontage Rds.	
Miles partially completed	6.889	2.39		0.47	
Miles completed	6.889	2.39		0.47	
Total estimated quantities (contract)	1,690,000	11,800		16	
Total quantities corrected to date	1,426,706	10,335		17.55	
Estimated quantities moved or placed to date	1,426,706	10,335		17.55	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	Overcast		
Tuesday	Showers		
Wednesday	Rain		
Thursday	Showers		
Friday	Overcast		
Saturday			

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RECEIVED
OCT 26 1959
FOR FILING

I-5-4(16)215

5207

October 23, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on October 21, 1959, on Contract No. 5207, Saddle Butte-Twin Buttes Section, in Linn County, in connection with Federal Aid Project No. I-5-4(16)215.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:bb

cc: Clarence G. Swenson

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RECEIVED
OCT -7 1959
FOR FILING

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5207

October 6, 1959

United Pacific Insurance Co.
Medical Arts Building
Tacoma, Wn.

Gentlemen:

We have received a letter, dated October 5, 1959, from Hub City Concrete Co., Albany, stating that they have received payment in full in the amount of $1,826.76 from R. A. Heintz Construction Co. for materials furnished to John A. and Dale J. Clarambeau, subcontractors.

This is State Highway Contract No. 5207 with R. A. Heintz Construction Co. for grading the Saddle Butte-Twin Buttes Section of the Pacific Highway in Linn County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Mansfield & Co.
1975 S. W. 5th Ave.
Portland, Oregon

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD
lc

PHONE WA 6-2145

430 NORTH GEARY STREET

HUB CITY CONCRETE CO.
READY-MIX, SAND, GRAVEL, CRUSHED ROCK
ALBANY, OREGON

October 5, 1959

Mr. Floyd Query
Secretary, Oregon State Highway Commission
Salem, Oregon

Re: Contract: 5207
Saddle Butte-Twin Buttes

Gentlemen:

Please be notified that we have recently received payment in full from the R. A. Heintz Construction Company for materials supplied to them by ourselves.

Sincerely,
HUB CITY CONCRETE

Brian Jackson

Brian Jackson

[illegible]
[illegible]
76

[illegible] 1959
[illegible]
STATE [illegible]

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: BUtler 5-2501

211 N. E. COLUMBIA BLVD.
PORTLAND 11, OREGON

September 22, 1959

State of Oregon
State Highway Department
Salem, Oregon

Re: State Cont. No. 5207
Saddle Butte-Twin Buttes

Attention: Floyd Query
Secretary

Gentlemen:

On April 7, 1959 your office advised the United Pacific Insurance Company of a claim in the amount of $ 1,826.76 which had been filed against the above captioned contract for materials furnished to one of our subcontractors on this project.

We enclose a copy of a letter transmitting our check to the Hub City Concrete Company in the amount of $ 2,066.42, which includes the amount claimed as shown in Paragraph One, and have asked this firm to notify your office of this payment.

Very truly yours,
R. A. HEINTZ CONSTRUCTION COMPANY

John C. Crombie
Office Manager

JCC:gb

Enclosure

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: BUtler 5-2501

211 N.E. COLUMBIA BLVD.
PORTLAND 11, OREGON

September 22, 1959

Hub City Concrete Co.
430 No. Geary St.
Albany, Oregon

Contract: 5207
Saddle Butte-Twin Buttes

Attention: B. P. Jackson

Gentlemen:

We enclose our check in the amount of $ 2,066.42 to pay the account of John A. and Dale J. Clarambeau for materials furnished them for use on our Project at Halsey, Oregon.

Will you kindly notify Mr. Floyd Query, Secretary, Oregon State Highway Commission, of this payment.

Thanking you for your past favors, we remain

Very truly yours,
R. A. HEINTZ CONSTRUCTION CO.

John C. Crombie
Office Manager

JJC:gb

Check enclosed

A

RECEIVED
SEP 21 1959
FOR FILING

September 22, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the installation of flood gates and repairing fences on the Saddle Butte-Twin Buttes Section of the Pacific Highway in Linn County, Contract No. 5207, in connection with Federal Aid Project No. I-5-4(16)215.

Specifications for fencing provide that fencing below the normal fencing at gullies, ditches and depressions shall be paid for as extra work. In order to maintain a clear flow of streams at Stations 1745+28 and 2109+00, it is necessary to install flood gates. The gates are necessary to confine stock and prevent their trespass on the highway at low water periods.

During last winter's storms, flood waters channelized in several low areas and debris from adjacent fields collected on the right of way fence. The force of the water against the debris was too much for the fence to withstand. Realignment and straightening the posts is now necessary. It is also necessary to install additional bracing to give more support to the fence.

Failure of the fence was due to design and not the fault of the contractor, and he is entitled to compensation for the repair.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

RECEIVED

FOR FILING

5247

When replying, refer to
08-35.4

408 State Highway Bldg.
Salem, Oregon

September 8, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Order for State Force work, dated Aug. 25, 1959. Seeding & Mulching, Saddle Butte-Twin Butte Section Pacific Interstate Freeway, Oregon Project I-5-4(16)215

Dear Sir:

Reference is made to your letter dated September 1, 1959 concerning subject order.

We are approving the use of State Forces as being in the public interest in accordance with PPM 21-6.3 for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of the work is too small to warrant a separate contract.

Reimbursement will be made on an actual cost basis.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

FORM E-123-X 50M

RECEIVED
1959
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 3, 1959

R. A. Heintz,
President
R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland 11, Oregon

Re: Estimate No. 7
Contract No. 5207
File No. R-23578

Dear Mr. Heintz:

This is to acknowledge your letter of August 27, 1959 relative to a $1,000 deduction from the above estimate.

I enclose herewith copies of two letters written to your organization dated July 11 and July 23, 1958, which letters explain the reasons the $1,000 was deducted from your estimate.

Very truly yours,

L. I. LINDAS
Chief Counsel

LIL:mab
Encl.

cc - Forrest Cooper ✓
R. L. Porter

NOTED
FORREST COOPER

RECEIVED
SEP - 2 1959
FOR FILING
I-5-4(16)215
5207

September 1, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 5, Account No. 324-238, covering seeding and mulching on the Saddle Butte-Twin Buttes Section of the Pacific Highway in Linn County, Contract No. 5207, in connection with Federal Aid Project No. I-5-4(16)215.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment to do the work more economically than by separate contract.

Your ap roval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $4,750.00, with Federal participation of $4,275.00.

Very truly yours,

W. C. Williams
State Highway Engineer

CRN:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Enc.

RECEIVED
APR 16 1959
FOR FILING
I-5 4 [illegible] 315

3-7

April 15, 1959

Willis, Kyle & Emmons
Law Offices
First National Bank Building
Albany, Oregon

Attention: Mr. Sam Kyle

Gentlemen:

This will acknowledge your communication of April 14, requesting the name of the surety company on the R. A. Heintz Construction Co. Contract No. 5207. The surety is the United Pacific Insurance Co. through their agent, Mansfield & Co., 1975 S. W. 5th Ave., Portland.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

WILLIS, KYLE & EMMONS

MILLARD P. WILLIS
SAM KYLE
C. S. (PAT) EMMONS

LAW OFFICES
FIRST NATIONAL BANK BUILDING
WABASH 8-3329

ALBANY, OREGON

April 14, 1959

State Highway Department
State Highway Building
Salem, Oregon

Re: R. E. Heintz Construction Company
Construction Contract #5207
Linn County

Attention: Floyd Query, Secretary

Gentlemen:

We represent Hub City Concrete Company, and have filed a Notice of Claim of Lien with the Secretary of State, a copy of which Notice of Claim of Lien was mailed to your office and then forwarded by your office to the Secretary of State.

We have received an inquiry from the Secretary of State concerning the surety on the R. A. Heintz Construction Company bond for the above project.

Would you please advise us of the name of such surety company.

Sincerely yours,

WILLIS, KYLE & EMMONS

BY Sam Kyle

SK:hf

NOTED
C. W. HEAD

RECEIVED
APR 15 1959
[illegible]
[illegible]

RECEIVED
APR 13 1959
FOR FILING

I-5 4(11) [illegible]

Su 1

April 13, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Jack F. Thompson
Director of Elections

Dear Sir:

Thank you for your letter of April 3 which had attached to it three copies of a claim in the sum of $1,826.76, filed with your office by Willis, Kyle & Emmons on behalf of Hub City Concrete Co. for ready-mix concrete and other construction materials furnished to J. A. Clarambeau and D. J. Clarambeau, subcontractors for R. A. Heintz Construction Co. on our Contract No. 5207, your File No. 3642.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

April 3, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from Sam Kyle, c/o Willis, Kyle & Emmons, First National Bank Building, Albany, Oregon and filed as of this date, a notice of claim by Hub City Concrete Co., for ready-mix concrete and other construction materials furnished by same to J. A. Clarambeau and D. J. Clarambeau of 1705 Lafayette Avenue, McMinnville, Oregon, sub-contractors for R. A. Heintz Construction Company of 211 N. E. Columbia Boulevard, Portland, Oregon, the prime contractor, in the sum of $1,826.76 agains the bond taken from R. A. Heintz Construction Company for the work of highway construction pursuant to State Highway Contract #5207, Linn County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By
Jack F. Thompson
Jack F. Thompson
Director of Elections

GS:FK
Enc.

NOTED ON CARD

NOTICE OF CLAIM

TO STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Notice is hereby given that the undersigned Hub City Concrete Co., an Oregon corporation, has a claim for ready-mix concrete and other construction materials furnished by Hub City Concrete Co., an Oregon corporation, to J. A. Clarambeau and D. J. Clarambeau of 1705 Lafayette Avenue, McMinnville, Oregon, sub-contractors for R. A. Heintz Construction Company of 211 N. E. Columbia Boulevard, Portland, Oregon, the prime contractor, in the sum of $1826.76 against the bond taken from the said R. A. Heintz Construction Company and the surety upon its bond for the work of highway construction pursuant to State Highway Contract #5207, Linn County, Oregon.

Hub City Concrete Co.

Thomas B. Jackson

STATE OF OREGON)
) ss.
County of Linn)

I, Thomas B. Jackson, being first duly sworn, depose and say:

That I am the president of Hub City Concrete Co., an Oregon corporation, claimant in the within Notice of Claim, and that the foregoing Notice of Claim is true as I verily believe.

Thomas B. Jackson

Subscribed and sworn to before me this 1st day of April, 1959.

Notary Public for Oregon

My Commission Expires: July 21, 1962

File # 3642

FILED
APR 3 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTICE OF CLAIM

TO STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Notice is hereby given that the undersigned Hub City Concrete Co., an Oregon corporation, has a claim for ready-mix concrete and other construction materials furnished by Hub City Concrete Co., an Oregon corporation, to J. A. [illegible] Clarambeau and E. J. Clarambeau of 17[illegible] Lafayette Avenue, [illegible], Oregon, sub-contractors for R. A. Heintz Construction Company of 211 N. E. Columbia Boulevard, Portland, Oregon, the prime contractor, in the sum of $1826.76 against the bond taken from the said R. A. Heintz Construction Company and the surety upon its bond for the work of highway construction pursuant to State Highway Contract #5[illegible], Linn County, Oregon.

Hub City Concrete Co.

Thomas B. Jackson

STATE OF OREGON)
) ss.
County of Linn)

I, Thomas B. Jackson, being first duly sworn, depose and say:

That I am the president of Hub City Concrete Co., an Oregon corporation, claimant in the within Notice of Claim, and that the foregoing Notice of Claim is true as I verily believe.

Thomas B. Jackson

Subscribed and sworn to before me this 1 day of April, 1959.

Notary Public for Oregon

My Commission Expires: July 21, 1962

File # 3642

FILED
APR 3 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTICE OF CLAIM

TO STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Notice is hereby given that the undersigned Hub City Concrete Co., an Oregon corporation, has a claim for ready-mix concrete and other construction materials furnished by Hub City Concrete Co., an Oregon corporation, to J. A. Clarambeau and D. J. Clarambeau of 1705 Lafayette Avenue, McMinnville, Oregon, sub-contractors for R. A. Heintz Construction Company of 211 N. E. Columbia Boulevard, Portland, Oregon, the prime contractor, in the sum of $1826.76 against the bond taken from the said R. A. Heintz Construction Company and the surety upon its bond for the work of highway construction pursuant to State Highway Contract #5237, Linn County, Oregon.

Hub City Concrete Co.

Thomas B. Jackson

STATE OF OREGON)
) ss.
County of Linn)

I, Thomas P. Jackson, being first duly sworn, depose and say:

That I am the president of Hub City Concrete Co., an Oregon corporation, claimant in the within Notice of Claim, and that the foregoing Notice of Claim is true as I verily believe.

Thomas B. Jackson

Subscribed and sworn to before me this 1st day of April, 1959.

Notary Public for Oregon

My Commission Expires: July 31, 1962

File # 3342

FILED
APR 3 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
APR 8 - 1959
FOR FILING

[illegible]

5207

A

April 7, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Geo. C. Stephens
Public Records Section

Dear Sir:

Attached is a notice of claim for filing received from Willis, Kyle and Emmons, Attorneys, Albany, Oregon, on behalf of Hub City Concrete Company for ready mix concrete and other construction materials furnished to J. A. Clarambeau and D. J. Clarambeau, subcontractors for R. A. Heintz Construction Company, in the sum of $1,826.76.

This is in connection with our State Highway Contract No. 5207, for grading the Saddle Butte-Twin Buttes Section in Linn County.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em
Attach.

NOTED ON CARD
em

1

RECEIVED
APR 3 - 1959
FOR FILING
5-4 161-15
5207

April 7, 1959

United Pacific Insurance Company
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

Attached is a copy of a claim in the amount of $1,826.76 which we have forwarded to the Secretary of State for filing. This claim was received from Willis, Kyle and Emmons Law Offices, Albany, on behalf of Hub City Concrete Company for ready mix concrete and other construction materials furnished to J. A. Clarambeau and D. J. Clarambeau, subcontractors for R. A. Heintz Construction Company.

This appears to be in connection with our Contract No. 5207, for grading the Saddle Butte-Twin Buttes project in Linn County.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em
Attach.

cc: Mansfield & Co.
1975 S. W. 5th Ave.
Portland, Oregon

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

NOTICE OF CLAIM

TO STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Notice is hereby given that the undersigned Hub City Concrete Co., an Oregon corporation, has a claim for ready-mix concrete and other construction materials furnished by Hub City Concrete Co., an Oregon corporation, to J. A. Clarambeau and D. J. Clarambeau of 1705 Lafayette Avenue, McMinnville, Oregon, sub-contractors for R. A. Heintz Construction Company of 211 N. E. Columbia Boulevard, Portland, Oregon, the prime contractor, in the sum of $1826.76 against the bond taken from the said R. A. Heintz Construction Company and the surety upon its bond for the work of highway construction pursuant to State Highway Contract #5207, Linn County, Oregon.

Hub City Concrete Co.

Thomas B. Jackson

STATE OF OREGON }
County of Linn } ss.

I, Thomas B. Jackson, being first duly sworn, depose and say:

That I am the president of Hub City Concrete Co., an Oregon corporation, claimant in the within Notice of Claim, and that the foregoing Notice of Claim is true as I verily believe.

Thomas B. Jackson

Subscribed and sworn to before me this 1st day of April, 1959.

Notary Public for Oregon

My Commission Expires: July 21, 1962

A

RECEIVED
APR 3 - 1959
FOR FILING

I-E-4(b)-5

5207

April 7, 1959

Willis, Kyle & Emmons
Law Offices
First National Bank Bldg.
Albany, Oregon

Gentlemen:

This will acknowledge your letter of April 2, 1959, and the attached notice of claim of Hub City Concrete Company for ready mix concrete and other construction materials furnished to J. A. Clarambeau and D. J. Clarambeau, subcontractors for R. A. Heintz Construction Company, in the sum of $1,826.76, against the bond taken from the said R. A. Heintz Construction Company and the surety upon its bond for the work of highway construction pursuant to highway construction Contract No. 5207, in Linn County.

So that there will be no misinterpretation of the law, we are forwarding this claim for filing to the Secretary of State.

In the meantime, the claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

NOTED ON CARD

em

WILLIS, KYLE & EMMONS

MILLARD F. WILLIS
SAM KYLE
C. S. (PAT) EMMONS

LAW OFFICES
FIRST NATIONAL BANK BUILDING
WABASH 8-3329

ALBANY, OREGON

April 2, 1959

#5217

State Highway Commission
Highway Building
Salem, Oregon

Re: R. A. Heintz Construction Co. Bond
Hub City Concrete Co., Claimant

Gentlemen:

Enclosed herewith find a Notice of Claim on construction bond for filing pursuant to the provisions of 279.528 O.R.S.

Sincerely yours,

WILLIS, KYLE & EMMONS

BY Sam Kyle

SK:hf
enc.

RECEIVED
APR 3 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
em

NOTICE OF CLAIM

TO STATE HIGHWAY COMMISSION OF THE STATE OF OREGON:

Notice is hereby given that the undersigned Hub City Concrete Co., an Oregon corporation, has a claim for ready-mix concrete and other construction materials furnished by Hub City Concrete Co., an Oregon corporation, to J. A. Clarambeau and D. J. Clarambeau of 1705 Lafayette Avenue, McMinnville, Oregon, sub-contractors for R. A. Heintz Construction Company of 211 N. E. Columbia Boulevard, Portland, Oregon, the prime contractor, in the sum of $1826.76 against the bond taken from the said R. A. Heintz Construction Company and the surety upon its bond for the work of highway construction pursuant to State Highway Contract #5207, Linn County, Oregon.

Hub City Concrete Co.

Thomas Jackson

STATE OF OREGON)
County of Linn) ss.

I, Thomas B. Jackson, being first duly sworn, depose and say:

That I am the president of Hub City Concrete Co., an Oregon corporation, claimant in the within Notice of Claim, and that the foregoing Notice of Claim is true as I verily believe.

Thomas Jackson

Subscribed and sworn to before me this 1st day of April, 1959.

Notary Public for Oregon

My Commission Expires: July 21, 1962

A

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I 5-4 [illegible]
5207

Department of Commerce
Bureau of Public Roads
Division Eight

C
O
P
Y

When replying, refer to
08-35.5

March 19, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Consumers Power Inc., Utility adjustments
Pacific Highway, South Albany to
McKenzie River

Dear Sir:

The supporting data submitted with your letters of Feb. 5th, 25th, and March 13, 1959, confirmed the fact that Consumers Power Inc., did comply with the provisions of Section 6 of PPM 30-4 in contracting part of their utility adjustments, with the exception of requesting prior approval from the State and Bureau. It therefore has been administratively agreed that the contract work is eligible for Federal participation, subject to the usual final audit of costs. This work has previously been authorised.

It is not the usual policy of this office to approve delayed submissions of this nature, but in this case, it is considered justified due to the fact that the oversight for requesting approval of contracting by the Utility was unintentional and your office was not aware of the contract work until the first billing was received.

We are pleased to note that you have corrected your procedure to control such omissions in the future.

The above contract work covers the following Federal-aid projects:

I-5-4(14)228	Contract	5170
I-5-4(16)215	"	5207 & 5208
I-5-4(18)211	"	5293
I-5-4(19)204	"	5329
I-5-4(20)198	"	5339

Very truly yours,

/s/ C. G. Polk
C. G. Polk
Division Engineer

RECEIVED
MAR 25 1959
FOR FILING

I-5-4(16)215

5357

March 13, 1959

COPY

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In response to the verbal request of Mr. Pike for additional information in connection with utility work by Consumers Power on various projects on the Pacific Highway south of Albany we are enclosing three copies of the letter from the Company.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

A

RECEIVED
FEB [illegible]
FOR FILING

I-5-4(16)215

5207

February 25, 1959

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In response to the verbal request of Mr. Pike to Mr. [illegible], for additional information regarding bids received by Consumers Power, Inc., for contract work on their power lines between Albany and the McKenzie River, we are enclosing three copies of analysis of bids received prepared by the Company.

Projects involved in the power line adjustments are:

Contract No.		Section	Project
5170		Santiam Jct.-Lebanon Road	I-5-4(16)228
5207	5207	Saddle Butte-Twin Buttes	I-5-4(16)219
5208	5208	Lebanon Road-Saddle Butte	I-5-4(16)215
5293	5293	Twin Buttes-Delta Road	I-5-4(18)211
5329	5329	Delta Road-Lane Co. Line	I-5-4(20)2[illegible]
5339	5339	Linn Co. Line-McKenzie River	I-5-4(21)1[illegible]

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:or
Encl.

RECEIVED
MAR 25 1959
FOR FILING

I-5-4(16)215

5207

February 5, 1959

C
O
P
Y

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Construction of the Pacific Highway Freeway in Linn and Lane Counties requires moving and adjusting of power lines and facilities of the "Consumers Power Inc." This organization is a rural electric cooperative system which has made use of federal financing under provisions of the Rural Electrification Act of 1936 as amended. As the lines and facilities of this cooperative are situated on their own right of way, it becomes the obligation of the state to pay the cost of necessary moves and adjustments.

Under terms of your Policy and Procedure Memorandum 30-4 dated December 31, 1957, the state is entitled to federal reimbursement in the proper ratio for its expense in such work, providing the specified regulations are followed. As far as I can ascertain the provisions of the PPM were complied with, with the exception that a portion of the work done by the cooperative was done by a contract which did not have the prior approval of the State and the B.P.R. In this instance the work was accomplished under a so-called continuing contract which is the manner by which all of the cooperative's construction is undertaken. The state had no knowledge that the work was being contracted until the first billing was received a few weeks ago.

The power line moves and adjustments involve the following contracts:

Cont. No.	Section	Project	Est. to Move Power Lines	Date of BPR Approval to Proceed with Power Line Moves
5170	Santiam Jct.-Lebanon Rd.	I-5-4(14)228	$ 1,265	5-7-58
5207	Saddle Butte-Twin Buttes	I-5-4(16)215	1,870	8-22-58
5208	Lebanon Rd.-Saddle Butte	I-5-4(16)215	1,444	8-21-58
5293	Twin Buttes-Belts Rd.	I-5-4(18)211	216	8-22-58
5329	Belts Road-Lane Co. Line	I-5-4(20)204	911	9-8-58
5339	Linn Co. Line-McKenzie R.	I-5-4(20)198	19,946	10-6-58

We are enclosing herewith a copy of the cooperative's contract, a copy of the three lowest bids that were received and a letter of justification from the cooperative giving their reasons for handling the work in this manner.

It is requested that you review this matter and advise us as to whether or not we can expect Bureau participation because of this unintentional oversight. For your information we have altered our procedures so as to control this type of thing in the future.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

FLP:bb

A

RECEIVED

FOR [illegible]

I-5-4 (16) 215

5207

Salem, Oregon
January 30, 1959

Mr. J. D. Walker
Division Engineer
O F F I C E

To assist in an attempt to collect federal aid in the cost of borrow pits acquired by the State between Albany and the Lane County Line, please provide us with approximate estimates of the quantities of borrow materials to be taken from the pits listed below:

Lebanon Road-Saddle Butte Section Contract No. 5208
    Jenks Pit- east side of highway, Stations 1472 to 1498
    North Area of Saddle Butte Pit, Stations 1722 to 1735

Saddle Butte-Twin Buttes Section Contract No. 5207
    South Area of Saddle Butte Pit, Stations 1740 to 1760
    Courtney Creek Pit, both sides of highway, Station 1960

Twin Buttes-Belts Road Section Contract No. 5290
    Quinby Pit, East of highway, Stations 2120 to 2146
    Pit on east side of highway, Stations 2186 to 2199+50
    Pit on east side of highway, Stations 2199+50 to 2265

Belts Road-Lane Co. Line Section Contract No. 5329
    Glaser Pit, West side of highway, Stations 2610 to 2637

Please indicate in each case whether quantities are excavation measure or embankment measure. If they are embankment measure quantities please give an estimate of probable percentage of shrinkage.

S. H. Probert
Office Engineer

SHP:bb

cc: Tom Edwards

RECEIVED
FOR FILING
[illegible]

When replying, refer to:
08-35.8

3207

August 22, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-4(16)215
Revision of Consumers Power, Inc.,
facilities, Lake Creek-Brownsville
County Road overcrossing, Saddle
Butte-Twin Buttes Section of the
Pacific Highway

Dear Sir:

We have received and approved the estimate and agreement with Consumers Power, Inc., covering the above described work.

This letter will constitute your authority to proceed with the described work as of this date.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
FORREST COOPER

Orig to SNP

RECEIVED
AUG 25 1958
FOR FILING

I 5-4(16)215

5207

August 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of August 1 regarding irregularities in the contractors' pay rolls on the Saddle Butte-Twin Buttes Contract, No. 5207, Project I-5-4(16)215.

I am attaching copies of letters from L. L. MacIntyre, Resident Engineer, and Harry G. Fahlgren of the R. A. Heintz Construction Company. I believe these letters satisfactorily answer your first inquiry.

With regard to the discrepancy for Shirley G. Stone Company, you will note that Mr. MacIntyre has requested corrected pay rolls showing the proper classification, rates, et cetera. These data will be forwarded to you upon receipt by this office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

EAP:fp me

Enclosure

cc Mr. Tom Edwards

General Files

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

~~1101 South Pacific Highway~~
~~Albany, Oregon~~
August 19th. 1959

SUBJECT: Contractors payroll irregularities
Contract #5207, Project I-5-3(16)215
Saddle Butte-Twin Butte Section
Pacific Highway

To: Mr. Edwin A. Pease
Construction Office Engineer
State Highway Dept.
Salem, Oregon

References- C.G.Polk letter August 1, 1959
Edwin A. Pease letter Aug.5th. 1959

I have checked the matters referred to in Mr. Polks letter regarding the payrolls, and attached is a letter from the R.A.Heintz Construction Company explaining their part of the irregularity.

With reference to Shirley C. Stone Company payrolls, I have requested them to remake all of their payrolls so that all of them will be uniform, carrying certifications, etc. These payrolls should be forthcoming in the next few days.

L.L.MacIntyre
Resident Engineer

cc. J.D.Walker
Division Engineer

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: BUtler 5-2501
211 N. E. COLUMBIA BLVD.
PORTLAND 11, OREGON

August 14, 1958

L. L. MacIntyre
1101 No. Pacific Highway
Albany, Oregon

Subject: Payroll Irregularities
Saddle Butte-Twin Butte Sec.
Pacific Highway
Contract 5207, Fed. I-5-4(16)215

Dear Mr. MacIntyre:

In reply to your letter of August 7, 1958 in checking the Contract Wage Schedule for End Dumps over 10 yds. and Inc. 20 yds. the rate of $2.90 per hr. is correct as paid to Mr. Lavalle Robinson.

Mr. Lavalle Robinson should have been classified on the payroll as End Dump Truck Driver over 10 yds. and Inc. 20 yds. instead of Truck over 10 yds. and Inc. 20 yds.

Very truly yours,

R. A. HEINTZ CONSTRUCTION CO.

Harry O. Fahlgren
Field Office Mgr.

MONTANA
OREGON
WASHINGTON

U. S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
REGION EIGHT

Probert

08-35.4

August 1, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Contractor's Payroll irregularities,
Contract # 5207, Project # I-5-4(16)215,
Saddle Butte-Twin Butte Section,
Pacific Highway

Dear Sir:

Inspection of the payrolls on the above named project have revealed irregularities in both the prime and subcontractors payrolls.

The payroll for R. A. Heintz Construction Co. for the period of July 7, 1958 to July 12, 1958, line 34 shows Mr. Lavalle Robinson classified as a truck driver, 10 to 20 cu. yds. and paid a scale of $2.90 per hour. The contract wage schedule calls for $3.00 per hour to be paid for this class work.

The payroll for the period of June 16, 1958 to June 21, 1958 for Shirley G. Stone Co., approved subcontractor on the project, shows Mr. A. G. Sewell working as "greaser" at $2.42 per hour, while wage schedule shows "greaser on equipment spread" to be paid $2.64 per hour. While we are unable to tell from the classification used if the man involved was working in the above classification or as "greaser and tireman," rate $2.60 per hour, it appears some adjustment is necessary.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

CONSTRUCTION DIVISION
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RECEIVED
AUG 1 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
AUG 22 1958
FOR FILING
I-5-4(16)215
3207

August 21, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Mr. Polk:

We are submitting herewith the following data in connection with adjusting the Consumer Power, Inc., power line at the Lake Creek-Brownsville County Road overcrossing on the Saddle Butte-Twin Buttes Section of the Pacific Highway in Linn County, Project I-5-4(16)215:

1. Copies of Assistant Counsel's letter which establishes the obligation of the State to reimburse the Company for moving its line.
2. Copies of the Company's estimate for the work.
3. Sketches showing the revision to be made in the power line.

Your approval of the agreement and authorization to proceed with the work as of this date, under the provisions of PPM 30-4, are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh
Encs.

FORM E-123X 12,500 4-58

Forrest Cooper

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

5207

July 23, 1958

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland, Oregon

Re: State Highway Contract No. 5207
R-23578

Gentlemen:

Please refer to our letter of July 11, 1958, subject as above. Having received no reply thereto, or other indication that you propose to arrange with Mr. C. W. Williams to settle with him for the trespass upon the property he holds under lease, the Highway Commission has no alternative but to reimburse him for his loss of crops pursuant to the terms of the option between him and the Commission.

This is simply to advise that unless we are assured by July 29, 1958, that you have settled this claim with those parties the Commission will proceed to clear the crop damage in accordance with its option and will charge the same against the amount due under your construction contract.

Very truly yours,

G. E. ROHDE
Assistant Counsel

GER:br
cc: Forrest Cooper
Tom Edwards
R. L. Porter

FILED
FORREST COOPER

RECEIVED
OFFICE OF
ENGINEER

FORM E 123X 12,500 4-58

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
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WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JUL [illegible] 1958
FOR FILING

5207

July 11, 1958

R. A. Heintz Construction Company
211 N. E. Columbia Boulevard
Portland, Oregon

Re: State Highway Contract No. 5207
R/W File No. 23578

Dear Sirs:

This office has recently received a letter from Mr. Willard Bodtker, Attorney at Law, Albany, Oregon, who represents Mr. C. W. Williams, who was a lessee on property formerly owned by C. L. Ogle, from whom we purchased approximately 78 acres of land for right of way to be used under the above mentioned contract, claiming damages resulting from a highway contractor destroying his crop.

According to our files, the Highway Commission obtained an option for the necessary right of way from Mr. Ogle and the lessee on April 30, 1958, which option, among other things, provided as follows:

> "Grantor to vacate premises within fifteen days after notification of the acceptance of this option by the Highway Commission. However, grantor retains the right to harvest 1958 crop from the above mentioned parcels provided that such harvesting does not interfer with highway construction. In the event that time does not allow for harvesting, grantor shall be paid an additional sum of $25.00 per acre as crop damage. There being 40 acres in rye grass and grain."

On May 26 the grantor was notified that the Commission had accepted the option and pursuant to the option the lessee was thereby allowed possession until June 10 in which to remove his crop.

I have been informed that the above mentioned contract was awarded to your company on June 13, 1958, but that on June 4 either your company or one of your subcontractors, and against the direct instructions of the State's Resident Engineer, took possession of and destroyed all or a part of the crop which the lessee had intended to harvest within the 15 days granted in the option. As a result of this unfortunate incident, the lessee has refused to sign a quitclaim deed giving the State full title to the property involved and, according to his attorney, will not furnish such a deed until he has been reimbursed for the crop which was destroyed prior to the date granted him under the option.

NOTED
FORREST COOPER

Based on the above, we, therefore, request your company, or your subcontractor, to immediately contact Mr. Willard Bodtker in Albany, Oregon, and make arrangements for an immediate settlement of Mr. Williams' claim so that the State can obtain clear title to the property.

In the event that this matter is not taken care of immediately, it will, of course, under the option, be necessary for the State to settle the claim and in that event it will likewise be necessary to deduct the amount of the settlement from any future payments made on the contract.

I am this day writing to Mr. Bodtker and notifying him that we have called this matter to your attention and that you or your subcontractor will within the very near future contact him and arrange for a settlement of the claim.

Very truly yours,

GEORGE E. ROHDE
Assistant Counsel

FCMcK:RN
cc: Mr. Forrest Cooper
Mr. Tom Edwards
Mr. R. L. Porter

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OFFICE OF
[illegible] ENGINEER

RECEIVED

5207

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Albany, Oregon
July 10th. 1958

SUBJECT: Saddle Butte-Twin Butte Section
Pacific Highway - Contract 5207
Entry on Ogle property - Right
of Way File 23578

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
State Highway Building
Salem, Oregon

As per your instructions in a telephone conversation, this date, regarding entry of Contractor upon subject property, I am forwarding to you excerpts from my diary regarding the matter.

On May 12th. 1958 I personally told Jack Budd, Supt. for prime contractor, that he would have to supply letter to the Department stating that they were going to use the property involved as borrow, and that this letter was necessary to conform with the special provisions plus the fact that the Right of Way Section would have to take up their option for the land.

One week later, I asked Mr. Miller of the Heintz Company to remind Jack Budd of the letter regarding use of Borrow.

June 5th. 1958, I found subcontracors Lewis and Stone operating equipment on the property, and immediately told Mr. Baker, Field Supt. for Heintz Company to hold up operations untill the paperwork for the job was in order, and that letter regarding use of Borrow was presented to the Department.

June 6th. 1958 letter regarding use of Courtney Borrow was received from Heintz Company, and forwarded through Division Office.

June 9th. 1958, I met with Mr. Baker of Heintz Company, Mr. Freeze of Highway Department Right of Way Section, and Mr. Williams the person who is leasing the Ogle property. Mr. Williams stated that the terms of the option were violated, and that he was not in any mood to discuss the matter. Mr. Baker of Heintz Company was again told to remove the operation from the property in question because the right of way could not be cleared immediately on receipt of letter.

June 11th. 1958 Mr. Miller of Heintz Company called on Mr. Williams at Halsey to attempt to work out the damage done by the trespass, and as Miller told me on the same date, they assumed responsibility for the whole matter.

June 13th. 1958 Contract was awarded to Heintz Construction Company after receipt of letter from Heintz stating that he was willing to work the job without entering Saddle Butte Borrow.

June 16th. 1958 Contractor Heintz and Subcontractors proceeded to work the job including Courtney Borrow (Ogle property)

NOTED
FORREST COOPER

RECEIVED
JUL 11 1958
OFFICE OF
STATE HIGHWAY ENGINEER

L. L. MacIntyre
Resident Engineer

cc: J.D.Walker
Division Engineer

FORM E-123 5M 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUL 7 - 1958
FOR FILING
I-5-4(11)25

July 7, 1958

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5207, awarded June 13, 1958, for grading on the Saddle Butte-Twin Buttes Section of the Pacific Highway in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED

FOR FILE

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5207

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1958

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

The subcontract between R. A. Heintz Company and Johnson and Bryant covering the forming and installation only of Items 21 and 22 on the Saddle Butte-Twin Butte Contract, No. 5207, Oregon I-5-4 (16) 215 is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh
Attachments

cc: ~~Forrest Cooper~~
C. G. Polk (2)

Note: Three previous subcontracts amounting to $390,390. This one for ~~$299~~,887.50 for a grand total of $420,277.50 or 40.5%.
29,887.50

NOTED
FORREST COOPER

RECEIVED
JUL 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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FOR FILING

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5207

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1958

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

The subcontract between R. A. Heintz Company and John and Dale Clarambeau covering installation only of Item 23 on the Saddle Butte-Twin Butte Contract, No. 5207, Oregon I-5-4 (16) 215 is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh
Attachments

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the first subcontract amounting to $11,100 or 1.1%.

FORREST COOPER

RECEIVED
JUL 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FORM E-30X—37,000—6554

FOR FILING

5207

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1958

SUBJECT:

To:

Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

The subcontract between R. A. Heintz Company and George W. Lewis Company covering that portion of Item 4 between station 1745 to 1803 and station 1920 to 1975 on the Saddle Butte-Twin Butte Contract, No. 5207, Oregon I-5-4 (16) 215 is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease

Edwin A. Pease
Construction Office Engineer

EAP:dmh
Attachments

cc: Forrest Cooper
C. G. Polk (2)

Note: This is the second subcontract amounting to $277,300. Total amount subcontracted $288,400 or 27.8%.

NOTED

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JUL 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

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FORM E-30X

FOR FILING

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5207

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3, 1958

SUBJECT:

To: Mr. J. D. Walker
Division Engineer
State Highway Department
Salem, Oregon

The subcontract between R. A. Heintz Company and Shirley G. Stone Company covering that portion of Item 4 from station 1975 to 2038 on the Saddle Butte-Twin Butte Contract, No. 5207, Oregon I-5-4 (16) 215 is approved and you may so inform the interested parties.

Four copies of the subcontract are returned herewith for distribution.

Tom Edwards
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:dmh
Attachments

cc: Forrest Cooper
C. O. Polk (2)

Note: Two previous subcontracts amounting to $288,400. This one for $101,990 for a total of $390,390 or 37.61%.

NOTED
FORREST COOPER

RECEIVED
JUL 3 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 7 - 1958
FOR FILING
I-5-4(16)2
5207

July 3, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Saddle Butte-Twin Buttes Section of the Pacific Highway in Linn County, Contract No. 5207, in connection with Federal Aid Project No. I-5-4(16)215.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ew
Encl.

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FOR FILING
1-5-4(16)215
5207

June 19, 1958

Mr. C G Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 4, 1958, on Contract No. 5207, Saddle Butte - Twin Butte Section, in Linn County, in connection with Federal Aid Project No. I-5-4(16)215.

Very truly yours,

W. C. Williams
State Highway Engineer

By

D. B. Probert
Office Engineer

DBP:mfh

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JUN 20 1958
FOR FILING
1-5-[illegible]
5207

AGENDA
JUN 19 1958
3-a-7

June 13, 1958

R. A. Heintz Construction Company
211 Northeast Columbia Boulevard
Portland, Oregon

Gentlemen:

The State Highway Commission on May 9, 1958, accepted your proposal for grading on the Saddle Butte-Twin Buttes Section of the Pacific Highway, in Linn County, for the sum of $1,037,844, and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5207.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

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WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
June 13, 1958

R. A. Heintz Const. Co.
211 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

Contract for Saddle Butte-Twin Buttes Section of Pacific Highway, Linn County, for which you submitted low bid on May 9, 1958, awarded you today. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

CC: Accounting (5003-900)
Files
C. W. Head

RECEIVED
JUN [illegible] 1958
FOR FILING

1-5-4 [illegible]
5207

June 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Saddle Butte-Twin Buttes Section of the Pacific Highway (Interstate Route 5) in Linn County, Project I-5-4(16)215, to the R. A. Heintz Construction Co. of Portland, Oregon, on the basis of the bid of $1,037,844.00 submitted on May 9, 1958.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By /s/ Forrest Cooper
E.

Forrest Cooper
Deputy State Highway Engineer

SHP:bb

NOTED
[illegible]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

1958 FILING

When replying,
refer to 08-45.4-0

I-5-4(16) [illegible]

June 13, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project~~s~~ I-5-4(16)215, Saddle Butte - Twin Buttes Unit, Lebanon Road - Twin Buttes Section of the Pacific Highway, we hereby concur as of this date in award of contract No. 5207 to R. A. Heintz Construction Co. of Portland, Oregon, low bidder in the amount of $1,037,844.00 at the May 9, 1958 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

E. H. Cowan

By: E. H. Cowan
Acting Division Engineer

RECEIVED
JUN 17 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUN 5 1958
FOR FILING
I-5-4(16)215

5307

June 4, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith are copies of Assistant Counsel's letter, estimate of the Utility and sketches of the revision of the Kirk Telephone Company's line on the Saddle Butte-Twin Butte Section of the Pacific Highway in Linn County, Project I-5-4(16)215.

Authority to proceed with the work of adjusting this telephone line under the provisions of PPM 30-4 is requested. The Company is ready to proceed with the work.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Asst. State Highway Engineer

DBP:mfh
Encl.

R

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-5-4(16)215

5207

May 7, 1958

Halsey Telephone Company
Halsey, Oregon

Re: Halsey Telephone Company
Telephone Line Adjustment
Saddle Butte-Twin Buttes Section
Pacific Highway (Linn County)

Gentlemen:

Bids on the above titled project will be received on May 8, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction. It is requested that you proceed with the work as promptly as reasonably may be possible. The adjustments involve work at the following locations:

> A line along the south side of a county road which crosses the freeway near Station 1823 must be adjusted. The existing facility is on county road right of way.
>
> A line along the northeasterly side of a county road which crosses the freeway near Station 1903 must be adjusted. The existing facility is on private property without formal easement.
>
> A line along the north side of the Halsey-Sweet Home Highway and along the west side of the county road north of the Halsey-Sweet Home Highway must be adjusted. The line along the highway consists of contacts on Pacific Telephone and Telegraph poles which are on State right of way by permit, and the line along the county road is on county right of way.
>
> A line along the north side of the county road westerly from Station 1855 must be adjusted due to a channel change in the Calapooya River. The existing facility is on county road right of way.

It will be noted that some of your facilities are located on public rights of way and some are on private property. As to facilities which are located on public property, it will be your obligation to make the necessary changes without compensation. As to the existing facilities which are located on private property in the vicinity of Station 1903, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustments under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. G. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. L. L. MacIntyre, 1101 North Pacific Highway, Albany, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. J. D. Walker
Mr. F. W. Farrar
M. L. L. MacIntyre

RECEIVED
[illegible] 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM [illegible] 1-56

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 7, 1958

Kirk Telephone Company
Halsey, Oregon

Attention: Mr. E. E. Carey, Secretary

Re: Kirk Telephone Company
Telephone Line Adjustment
Saddle Butte-Twin Buttes Section
Pacific Highway
Linn County

Gentlemen:

Bids on the above titled project will be received on May 9, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

The work involves two telephone lines, one of which is along the south side of the county road which crosses the State highway near Engineer's Station 2041.

In view of the fact that this line is located entirely on existing public right of way, it will be your obligation to make the necessary change without reimbursement.

There is another line which is on the south side of a county road which crosses the State highway near Station 2094. This work will necessitate the moving of 12 poles, 6 of which are on county road right of way; and the other 6 are on private property without formal easement. As a proper prorating of cost on this change, it will be the obligation of the Highway Commission to reimburse you to the extent of 50 percent of the proper and reasonable cost under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for this work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. L. L. MacIntyre, 1101 North Pacific Highway, Albany, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young, Mr. J. D. Walker, Mr. F. W. Farrar & Mr. L. L. MacIntyre

P

FORM E-123X 8CM 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-5-4(10) 213

5-07

May 7, 1958

Consumers Power, Inc.
2100 North Ninth Street
Corvallis, Oregon

Re: Consumers Power, Inc.
Power Line Adjustment
Saddle Butte-Twin Buttes Section
Pacific Highway
Linn County

Gentlemen:

Bids on the above titled project will be received on May 9, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

This adjustment involves the relocation of a line which is along the north side of an existing county road which crosses the state highway near Engineer's Station 2093. It appears that this facility is on private property under the terms of unrecorded easement held by you, so that it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the work under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. L. L. MacIntyre, 1101 North Pacific Highway, Albany, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. J. D. Walker
Mr. F. W. Farrar
Mr. L. L. MacIntyre

RECEIVED
MAY 7 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

I-5-4(16)21
5207

FORM E-123X 30M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 6, 1958

Pacific Telephone and Telegraph Company
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone & Telegraph Co.
Telephone Line Adjustment
Saddle Butte-Twin Buttes Section
Pacific Highway
Linn County

Gentlemen:

Bids on the above titled project will be received on May 9, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

The adjustment involves the relocation of a line which now is located on the north side of the Halsey-Sweet Home Highway. The existing facility is on State property, and Permit No. 852 was issued to the Pioneer Telephone Company on February 12, 1937, for the placement of this line. The permit was not transferred when the line was bought by you, so that it will be your obligation to make the necessary adjustment without reimbursement.

Further details of the work may be secured from Mr. L. L. MacIntyre, 1101 North Pacific Highway, Albany, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. J. D. Walker
Mr. F. W. Farrar
Mr. L. L. MacIntyre

RECEIVED
MAY 7 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-122X 50M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-5-4(16)215

5207

May 6, 1958

Pacific Power and Light Company
Public Service Building
Portland 4, Oregon

Re: Pacific Power and Light Company
Power Line Adjustments
Saddle Butte-Twin Buttes Section
Pacific Highway
Linn County

Gentlemen:

Bids on the above titled project will be received on May 9, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction. The adjustments involve work at the following locations:

A line along the north side of the county road which crosses the freeway near Station 1822 must be adjusted. This line is on county road right of way.

A line along the south side of the county road westerly from Station 1855 must be adjusted due to a channel change in the Calapooya River. The existing facility is on county road right of way.

A line along the southwesterly side of the county road which crosses the freeway near Station 1903 must be adjusted. The existing facility is on county road right of way.

A line crossing the new freeway near Station 1909+50 must be adjusted. This service line was placed on private property without formal easement.

A line along the south side of the Halsey-Sweet Home Highway, which crosses the freeway near Station 1988, must be adjusted. The existing facility is on State right of way under the terms of Permit No. 3399, dated July 13, 1950.

A line along the north side of a county road which crosses the freeway near Station 2040 must be adjusted. The existing facility is on county road right of way.

As to the facilities which are located on public highway right of way, it will be your obligation to make the necessary adjustments without reimbursement. It will be the obligation of the Highway Commission to reimburse you for the line crossing the highway near Engineer's Station 1909+50 as this line is located on private property.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. L. L. MacIntyre, 1101 North Pacific Highway, Albany, who is resident engineer on the project.

Very truly yours,

J. W. DESOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. J. D. Walker
Mr. F. W. Farrar
Mr. L. L. MacIntyre

RECEIVED
MAY 7 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 17 1958
FOR FILING
1-5-1(1) [illegible]
[illegible]7

Salem, Oregon
April 11, 1958

Saddle Butte-Twin Butte Section
Pacific Highway

Mr. Tom Edwards
Construction Engineer
Department

Referring to the design sheet for the surfacing on the Saddle Butte-Twin Butte Section of the Pacific Highway between Albany and Eugene, I wish to advise that the job is to be graded to a width that would accommodate 15 inches of base rather than 12 inches. Before final design of the surfacing and pavement is made, the matter should be reviewed to assure adequate design. My signature on the design sheet is tentative only and for the purpose of establishing the grading widths. It is not to be considered final approval of the surfacing section.

Forrest Cooper
Deputy State Highway Engineer

FC:me

I-5-4(16)215 Lebanon Rd.-Saddle Butte 1958
Sec. of Pacific Hwy.
#5208 (Grading)

RECEIVED
N 6 1962
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477 Cottage Street N.E.
Salem, Oregon

June 4, 1962

Mr. Forrest Cooper
State Highway Engineer
Salem, Oregon

C. G. Polk, Division Engineer
Salem, Oregon

By: L. R. Backlund
Administrative Manager

Oregon Project I-5-4(16)215
Lebanon Road - Twin Buttes Section
Voucher No. 5 - Final
Net Amount Claimed $118,071.00

The subject voucher has been approved in the reduced amount of $116,503.18. Deduction has been made in accordance with the attached Schedule of Exceptions Nos. 1, 2, & 3.

Total amount of deduction	$1,697.14
Federal-aid pro-rata	92.38%
Net Deduction	1,567.82

In the event you disagree with the deduction made, it will be necessary to present a reclaim in accordance with IM-4-1-61.

Attachment

originals to Young
6-6-62

RM PR-1042
3-61)

PAGE 1 OF 1 PAGES

U.S. DEPARTMENT OF COM CE
BUREAU OF PUBLI ADS

SCHEDULE OF EXCEPTIONS
(IM 4-1-61)

M NO. 1

DIVISION OFFICE NO. 35

ATTACHMENT TO AUDIT CERTIFICATE COVERING	PROJECT NUMBER I-5-4(16)215	VOUCHER NUMBER Vo. #5 - Final (35-45)	AMOUNT CLAIMED $ 118,071.00

EXCEPTION

Consumer Power, Inc. - $3,462.00

1. The State was authorized by letter to proceed with the utility adjustment as of 8-21-58. An audit of the billing at the Company's office in Corvallis disclosed that all of the work on W.O. 3958 was performed prior to this date. The entire amount of this bill is cited in accordance with the provisions of PPM 30-4, para. 6(a).

Amount claimed - W.O. 3958	$1293.14	
Amount eligible	None	
Amount cited		$1,293.14

REPLACES FORM PR-302, WHICH IS OBSOLETE

☆ U. S. GOVERNMENT PRINTING OFFICE : 1961—587652

USCOMM-DC 49112-P61

PAGE 1 OF 1 PAGES

FORM PR-1042
(3-61)

U.S. DEPARTMENT OF COM CE
BUREAU OF PUBLIC ADS

SCHEDULE OF EXCEPTIONS
(IM 4-1-61)

M NO. 2

DIVISION OFFICE NO. 35

ATTACHMENT TO AUDIT CERTIFICATE COVERING	PROJECT NUMBER I-5-4(16)215	VOUCHER NUMBER No. #5 - Final	AMOUNT CLAIMED $ 118,071.00

EXCEPTION

Borrow Material-Roadway, Sta. 1745+28 to 2109+00 - $19,316.22

The State has included in the cost of borrow material an amount of $1,000 paid to the grantor by the State for damages to crops done by the contractor. This was determined to be an obligation of the contractor, and has been deducted from the contractor's final estimate. The amount does not represent a cost to the State and, therefore, is not eligible for Federal participation.

Amount cited $1,000

REPLACES FORM PR-302, WHICH IS OBSOLETE ☆ U. S. GOVERNMENT PRINTING OFFICE : 1961—587682 USCOMM-DC 49112-P61

PAGE 1 OF 1 PAGES

FORM PR-1042
(3-61)

U.S. DEPARTMENT OF COM CE
BUREAU OF PUBLIC ADS

SCHEDULE OF EXCEPTIONS
(IM 4-1-61)

M NO. 3

DIVISION OFFICE NO. 35

ATTACHMENT TO AUDIT CERTIFICATE COVERING	PROJECT NUMBER	VOUCHER NUMBER	AMOUNT CLAIMED
	I-5-4(16)215	Vo. #5-Final (35-45)	$ 118,071.00

EXCEPTION

Borrow Material-Roadway, Sta. 1745+28 to 2109+00 - $19,316.22

Parcel 23578, Ogle - The State has given credit for an appraised after value of $9,000.00. Included in this figure is an amount for approximately 14 acres of excess right-of-way originally purchased and claimed under Project I-5-4(3)204. In order that the credit for the excess right-of-way will be received on the right-of-way project, a credit is being given on this project with the understanding that credit for the excess will be given by the State on Project I-5-4(3)204.

Credit given by State-Freiss' Appraisal dated 8-9-61	$9,000.00
Credit required - Freiss' Appraisal dated 10-24-61 plus 2.1 acres @ $40 for stockpile site	8,404.00
Amount of credit to offset other citations	(596.00)

REPLACES FORM PR-302, WHICH IS OBSOLETE

☆ U. S. GOVERNMENT PRINTING OFFICE : 1961—587692

USCOMM-DC 49112-P61

RECEIVED
JAN 20 1960

FOR FILING
I-5-4(11)215

[illegible]

January 20, 1960

American Casualty Co.,
Washington St. at Madison
Reading
Pa.

Gentlemen:

You are hereby notified that a post-final payment will be made to Roy L. Houck & Sons and Roy L. Houck Sons' Corp., on contract #5208 for grading the Lebanon Road-Saddle Butte Section of Pacific Highway in Linn County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $507,520.66, including the post-final payment of $375.96. Of the total, $615.87 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Casualty Co.,
Huggins Ins. Agency
373 North Church St.,
Salem, Oregon

RECEIVED
[illegible] 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

November 18, 1959

I 5 4(8)215

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
5208 5208	**7 Final**	**Roy L. Houck & Sons & Roy L. Houck Sons' Corp.**

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
27947	**98008**	$ **15,218.76**	**11-17-59**

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **100 workdays from June 26, 1958**

Time Extensions: **None of record**

Completion Date: **August 19, 1959**

Date Accepted: **September 24, 1959**

Penalties: **None of record**

Claims: **1 claim which has been paid in full.**

Remarks:

Date: **November 18, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: NOV 18 1959

NOTED ON CARD
JC

RECEIVED
OCT 27 1959
FOR FILING

[illegible]

5298

October 22, 1959

R. M. Wade & Co
1919 N. W. Thurman Street
Portland 9, Oregon

Gentlemen:

Thank you for your communication of October 2 informing us that Dale & John Clarambeau have satisfied your claim in the amount of $13,789.83

This pertains to State Highway Contract No. 5298, for grading the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

CWH:mc

cc: American Casualty Co.
607 Washington St.
Reading, Pa.

Roy L. Houck & Sons and
Roy L. Houck Sons' Corporation

Huggins Insurance Agency
373 North Church St.
Salem, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
dc

WADE NEWBEGIN
President and
General Manager
H. D. SMITH
General Sales Manager
●
Seattle Branch —
532 First Avenue So.
SEATTLE 4, WASHINGTON

R. M. WADE & CO.
SINCE 1865
PORTLAND 9 OREGON
1919 N.W. Thurman Street
PHONE CAPITOL 8-7383

NORTHWEST
DISTRIBUTORS
OF
QUALITY
FARM
EQUIPMENT
Especially Selected
for the Northwest

October
2--1959

Secretary of State Hy. Commission

Salem, Oregon

Dear Sirs:

Re: Contract No. 5208 Lebanon Road
Saddle Butte Section of Pacific Hy.

$10,789.03

This is to inform you that our account for materials furnished to Dale & John Clarambeau for use in connection with the above mentioned contract has been paid in full.

Very truly yours,

R. M. Wade & Co.

By

HAT/T

Joe,
please prepare
required letters
J.C.

RECEIVED
OCT 21 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT - 9 1959
FOR FILING

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[illegible]

A

October 8, 1959

American Casualty Company
607 Washington St.,
Reading, Pa.

Gentlemen:

State Highway contract #5208 for grading the Lebanon Road-Saddle Butte Section of Pacific Highway in Linn County was completed by the contractor, Roy L. Houck & Sons and Roy L. Houck Sons' Corp., on August 19, 1959, and was formally accepted by the Highway Commission on September 24, 1959.

Final payment in the amount of $15,218.76 will be released to the contractor on or after October 19, 1959. The total contract amount is $507,144.70, of which amount $615.87 represents force account items.

A claim has been filed against this contract by R. M. Wade & Co., in the amount of $10,789.03, of which you have been previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

de

cc: American Casualty Co.,
Huggins Ins. Agency
373 North Church St.,
Salem, Oregon

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SEP [illegible] 1959
FOR FILING

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[illegible]

September 28, 1959

American Casualty Co.,
607 Washington St.,
Reading, PA.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Roy L. Houck & Sons and Roy L. Houck Sons' Corp., on contract #5208 for grading the Lebanon Road-Saddle Butte Section of Pacific Highway in Linn County.

This payment, in the amount of $681.73, will be released to contractor on or after October 8, 1959. The retained percentage is $15,214.20.

There is a claim filed against this project of which you have been previously notified.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: American Casualty Co.,
Huggins Ins. Agency
373 North Church St.,
Salem, Oregon

A

RECEIVED
SEP 25 1959
FOR FILING
[illegible]
[illegible]

September 25, 1959

Mr. Robert T. Myers, Attorney
1016 Portland Trust Bldg.
Portland, Oregon

Dear Mr. Myers:

This is in reference to your telephone call on March 5, 1959, pertaining to Contract No. 5208, awarded to Roy L. Houck & Sons and Roy L. Houck Sons' Corp., for grading on the Lebanon Road-Saddle Butte Section of Pacific Highway in Linn County.

The project was completed August 19, 1959 and was accepted by the Oregon State Highway Commission on September 24, 1959.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:ms

NOTED ON CARD
LC

Form E-1—(Rev.)—10M—2-50

I 5-4 (16) 215
520?

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending [illegible], 195[illegible]

Section LEBANON ROAD - SADDLE BUTTE

Kind of work Grading

Highway Pacific County Linn

Section prefix 22-1069

Contractor Roy L. Houck & Sons

Contract number 5208

Date of contract June 16th, 1958

Specified work days 100 Beg. 6-26-58

Date work started May 26th, 1958

Work days used 96

Project authorization $ 678,114.00

Exclusive of engineering $ 629,892.56

Per cent of time elapsed 96.0 %

Estimated cost of completed project, exclusive of engineering $ 517,534.26

Estimated per cent ~~overrun~~ or underrun -17.8 %

Per cent of contract completed, based on estimated cost 100.0 %

Engineering authorization $ 48,221.44

Engineering cost to date $ 33,179.07, 68.8 %

Date project was completed August 18th, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%			100%	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Contractor cleaned and leveled Cooper (Contractor Furnished) Borrow. This completes the project.

Semi-final Estimate sent in to Division Office.

Completion of Project report sent in August 19th, 1959.

FINAL REPORT

NOTED
JOHN R. OAKES

NOTED
FORREST COOPER

CONSTRUCTION DIVISION
RECEIVED
AUG 24 1959
NOTED- CE ACE ACE COE

NOTED
C. E. [illegible]

Signed L. L. MacIntyre

Address L. L. MacIntyre, Res. Eng.
1101 N. Pacific Hwy., Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	6.52	Detours & Frontage Rds.		Detours & Frontage Rds	
Miles partially completed	6.52	1.3		0.67	
Miles completed	6.52	1.3		0.67	
Total estimated quantities (contract)	867,000	10,840		24	
Total quantities corrected to date	694,561.6	11,785		30.29	
Estimated quantities moved or placed to date	694,561.6	11,785		30.29	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors 4

Equipment used during week: Shovels ...., Power graders 1, Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1, Compaction rollers ...., Scrapers 2, ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Cloudy		
Wednesday	Pt. Cloudy		
Thursday	Cloudy		
Friday	Cloudy		
Saturday			

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AUG 24 1959

FOR FILING

I-5-4(16)215

5208

August 21, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 19, 1959, on Contract No. 5208, Lebanon Rd.-Saddle Butte Section, in Linn County, in Connection with Federal Aid Project No. I-5-4(16)215.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: Clarence G. Swenson

Contract No 5208

Monthly transaction number 4-13	Form PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
Project report number **11**	**MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT**	County **Linn**
		Project number **I-5-4(16)215**

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I-5-4(16)215
5208

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **November 17**, 19**58**, is hereby modified as follows:

Revised estimated total cost of project $ **1,953,117**

Revised Federal funds $ **1,802,000**

Other revisions

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the **30** day of **March**, 19**59**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Deputy **State Highway Engineer**
(Title)

By

(Title)

By

(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

C G Polk

By **C. G. Polk**
Division Engineer

USComm-DC 11170

March 26, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Lebanon Road-Twin Buttes Section, Project No. I-5-4(16)215.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:mfh

March 18, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for modification of project agreement for the Lebanon Road-Twin Buttes Section, Project No. I-5-4(16)215.

The estimate has been revised to include estimated costs of borrow areas necessary for construction materials.

Very truly yours,

W. C. Williams
State Highway Engineer

RNC:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Federal Aid
Project No. I-5-4(16)215
(Old) I-328(5)

Oregon State Highway Department

LEBANON ROAD-TWIN BUTTES SECTION OF THE PACIFIC HIGHWAY IN LINN COUNTY

(Estimate as a basis for modification of project agreement. Estimate revised to include estimated costs of borrow areas necessary for the construction of the project. Based on low bid prices and estimated cost of borrow areas).

Salem, Oregon, March 9, 1959

Type Code P. E.

Preliminary Engineering	All	Required	$	$ 52,000.00

Type Code 0010
Roadway (Sta. 1401+00 to Sta. 1745+28)(Contract No. 5208)

Clearing and Grubbing	All	Required	$	$ 48,000.00
Drainage Excavation, Unclassified	5,800	cu. yds.	1.50	8,700.00
Embankment in Place	867,000	cu. yds.	0.365	316,455.00
Furnishing and Placing Topsoil	7,000	cu. yds.	0.70	4,900.00
Finishing Roadbed and Slopes	6.50	miles	500.00	3,250.00
12-inch Concrete Pipe	250	lin. ft.	2.60	650.00
15-inch Concrete Pipe	2,800	lin. ft.	3.50	9,800.00
18-inch Concrete Pipe	820	lin. ft.	3.75	3,075.00
24-inch Concrete Pipe	2,040	lin. ft.	5.40	11,016.00
30-inch Concrete Pipe	2,040	lin. ft.	6.65	13,566.00
36-inch Concrete Pipe	1,080	lin. ft.	8.45	9,126.00
42-inch Concrete Pipe	1,900	lin. ft.	10.20	19,380.00
22-inch Arch Type Corrugated Metal Pipe	2,960	lin. ft.	4.60	13,616.00
36-inch Arch Type Corrugated Metal Pipe	40	lin. ft.	10.60	424.00
15-inch Culvert End Sections	80	only	50.00	4,000.00
18-inch Culvert End Sections	12	only	50.00	600.00
24-inch Culvert End Sections	24	only	65.00	1,560.00
30-inch Culvert End Sections	16	only	90.00	1,440.00
36-inch Culvert End Sections	12	only	150.00	1,800.00
42-inch Culvert End Sections	24	only	200.00	4,800.00
22-inch Arch Type Culvert End Sections	30	only	40.00	1,200.00
Class "A" Concrete	480	cu. yds.	50.00	24,000.00
Metal Reinforcement	75,000	lbs.	0.14	10,500.00
Type 2 Fence	5,700	rods	5.00	28,500.00
14' x 48" Metal Gates	2	only	100.00	200.00
20' x 48" Metal Gates	10	only	135.00	1,350.00
Loose Riprap	440	cu. yds.	5.00	2,200.00
Coarse Crushed Material in Base	9,200	cu. yds.	3.00	27,600.00
3/4" - 0 Material in Base	1,640	cu. yds.	3.25	5,330.00
Sprinkling	1,370	M-gal.	2.50	3,425.00
Furnishing and Placing Aggregates	230	cu. yds.	4.50	1,035.00
120-150 Asphalt	14	tons	55.00	770.00
RS-1 Asphalt	10	tons	60.00	600.00
				$582,868.00
Flagging (57½% of Contractor's Costs)	All	Required		3,000.00
Seeding and Mulching	All	Required		10,500.00
Work by Consumers Power Inc.	All	Required		1,400.00
Work by Pacific Tel. & Tel. Co.	All	Required		800.00
Borrow Areas (402,000 cu. yds.)	All	Required		33,000.00
				$631,568.00

Type Code 0010
Roadway (Sta. 1745+28 to Sta. 2109+00)(Contract No. 5207)

Clearing and Grubbing	All	Required	$	$ 21,700.00
Removal of Bridge	All	Required		1,500.00
Drainage Excavation, Unclassified	3,400	cu. yds.	2.00	6,800.00
Embankment in Place	1,690,000	cu. yds.	0.47	794,300.00
Furnishing and Placing Topsoil	16,000	cu. yds.	0.75	12,000.00
Finishing Roadbed and Slopes	6.67	miles	800.00	5,336.00
18-inch Corrugated Metal Pipe	580	lin. ft.	5.00	2,900.00
12-inch Concrete Pipe	790	lin. ft.	1.90	1,501.00
15-inch Concrete Pipe	930	lin. ft.	3.10	2,883.00
18-inch Concrete Pipe	2,450	lin. ft.	3.60	8,820.00
24-inch Concrete Pipe	4,060	lin. ft.	5.60	22,736.00
36-inch Concrete Pipe	1,220	lin. ft.	9.90	12,078.00
22-inch Arch Type Corrugated Metal Pipe	840	lin. ft.	5.50	4,620.00
29-inch Arch Type Corrugated Metal Pipe	180	lin. ft.	8.40	1,512.00
15-inch Culvert End Sections	26	only	54.50	1,417.00
18-inch Culvert End Sections	54	only	60.00	3,240.00
24-inch Culvert End Sections	40	only	83.00	3,320.00
36-inch Culvert End Sections	6	only	164.50	987.00
22-inch Arch Type Culvert End Sections	12	only	57.50	690.00
29-inch Arch Type Culvert End Sections	2	only	69.50	139.00
Class "A" Concrete	650	cu. yds.	50.00	32,500.00
Metal Reinforcement	100,000	lbs.	0.14	14,000.00
Type 2 Fence	5,800	rods	5.00	29,000.00
20' x 48" Metal Gates	8	only	90.00	720.00
Coarse Crushed Material in Base	10,100	cu. yds.	3.00	30,300.00
3/4" - 0 Material in Base	1,700	cu. yds.	3.10	5,270.00
Sprinkling	2,300	M-gal.	1.75	4,025.00
Loose Riprap	4,000	cu. yds.	3.00	12,000.00
Furnishing and Placing Aggregates	160	cu. yds.	4.50	720.00
120-150 Asphalt	10	tons	50.00	500.00
RS-1 Asphalt	6	tons	55.00	330.00
				$1,037,844.00
Flagging (57½% of Contractor's Costs)	All	Required		1,000.00
Seeding and Mulching	All	Required		10,500.00
Work by Kirk Tel. Co.	All	Required		300.00
Work by Consumers Power Inc.	All	Required		1,800.00
Borrow Areas (816,000 cu. yds.)	All	Required		22,000.00
				$1,073,444.00
		Subtotal		$1,705,012.00
		10% Engr. & Cont.		170,501.20
		Total		$1,875,513.20

Type Code X021
Calapooya River Bridge (Linn-[illegible] Road)(Sta. 1854+[illegible].08)(Contract No. 5261)

Furnish Treated Timber Piling	1,260	lin. ft.	$1.50	$ 1,890.00
Drive Timber Piles	36	only	60.00	2,160.00
Class "A" Concrete	177	cu. yds.	68.00	12,036.00
Metal Reinforcement	46,000	lbs.	0.13	5,980.00
Treated Timber	3.0	M-fbm	350.00	1,050.00
8-inch Drain Pipe	40	lin. ft.	4.00	160.00

Subtotal	$ 23,276.00
10% Engr. & Cont.	2,327.60
Total	$ 25,603.60

Length of Roadway	13.160 Miles
Length of 1 Structure	0.000 Mile
Length of 16 Structures	0.249 Mile (Exceptions)
Total Length.	13.409 Miles
Cost of Roadway Per Mile.	$142,516.20

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 52,000.00	$ 47,000.00	$ 5,000.00
Roadway	1,875,513.20	1,732,000.00	143,513.20
Structure	25,603.60	23,000.00	2,603.60
	$1,953,116.80	$1,802,000.00	$151,116.80

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

LEBANON ROAD-TWIN BUTTES SECTION

Project No. I-5-4(16)215

Estimated costs of Borrow Areas necessary for material to complete construction of the project

R/W File No.	Description	Estimated Borrow	Total Cost
25602	Jenks Pit Station 1472 to Station 1498	196,000 cu. yds.	$27,675.00
27506	Saddle Butte Pit Station 1722 to Station 1735	206,000 cu. yds.	6,000.00
27640	Saddle Butte Pit Station 1740+80 to Station 1760+20	415,000 cu. yds.	12,328.50
23578	Courtney Creek Pit Station 1960	401,000 cu. yds.	9,980.00
		1,218,000 cu. yds.	$55,983.50
	Contract 5208	402,000 cu. yds.	$33,000.00
	Contract 5207	816,000 cu. yds.	22,000.00
	Use	1,218,000 cu. yds.	$55,000.00

RECEIVED
1958
FOR FILING

5208

Monthly Transaction No. 92	Fo -2 (9- 7) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	te **Oregon**
Project Report No. I 5-4(16)215 9	**FEDERAL-AID PROJECT AGREEMENT**	County **Linn**
		Project No. **I-5-4(16)215** **Old I-328(5)**

5208 The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini
South end I-328(4) south approximately 6.7 miles (Lebanon Road Junction-Brownsville Road Section) on U.S. 99

Project classification or class of work	Effective date of authorization	Approximate length *(Miles)*
Highway planning		
Preliminary engineering	**3-11-58**	**-------**
Rights-of-Way		
Construction	**4-23-58**	**13.2**
Other *(Specify)*		

FUNDS

Estimated total cost of project $ **1,892,617.00**	Federal funds $ **1,746,000.00**

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By Forrest Cooper
Deputy **State Highway Engineer**
(title)

By
(title)

By
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer **November 17, 1958**

November 10, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement, signed by the Highway Commission, for the Lebanon Road-Twin Buttes Section, Project No. I-5-4(16)215.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:mfh

October 30, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Lebanon Road-Twin Buttes Section, Project No. I-5-4-(16)215.

Very truly yours,

W. C. Williams
State Highway Engineer

RNC:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Federal Aid
Project No. I-5-4(16)215
(old) I-328(5)

Oregon State Highway Department

LEBANON ROAD-TWIN BUTTES SECTION OF THE PACIFIC HIGHWAY IN LINN COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, October 29, 1958

Type Code P. E.

Preliminary Engineering	All	Required		$ 52,000.00

Type Code 0010
Roadway (Sta. 1401+00 to Sta. 1745+28)(Contract No. 5208)

Clearing and Grubbing	All	Required	$	$ 48,000.00
Drainage Excavation, Unclassified	5,800	cu. yds.	1.50	8,700.00
Embankment in Place	867,000	cu. yds.	0.365	316,455.00
Furnishing and Placing Topsoil	7,000	cu. yds.	0.70	4,900.00
Finishing Roadbed and Slopes	6.50	miles	500.00	3,250.00
12-inch Concrete Pipe	250	lin. ft.	2.60	650.00
15-inch Concrete Pipe	2,800	lin. ft.	3.50	9,800.00
18-inch Concrete Pipe	820	lin. ft.	3.75	3,075.00
24-inch Concrete Pipe	2,040	lin. ft.	5.40	11,016.00
30-inch Concrete Pipe	2,040	lin. ft.	6.65	13,566.00
36-inch Concrete Pipe	1,080	lin. ft.	8.45	9,126.00
42-inch Concrete Pipe	1,900	lin. ft.	10.20	19,380.00
22-inch Arch Type Corrugated Metal Pipe	2,960	lin. ft.	4.60	13,616.00
36-inch Arch Type Corrugated Metal Pipe	40	lin. ft.	10.60	424.00
15-inch Culvert End Sections	80	only	50.00	4,000.00
18-inch Culvert End Sections	12	only	50.00	600.00
24-inch Culvert End Sections	24	only	65.00	1,560.00
30-inch Culvert End Sections	16	only	90.00	1,440.00
36-inch Culvert End Sections	12	only	150.00	1,800.00
42-inch Culvert End Sections	24	only	200.00	4,800.00
22-inch Arch Type Culvert End Sections	30	only	40.00	1,200.00
Class "A" Concrete	480	cu. yds.	50.00	24,000.00
Metal Reinforcement	75,000	lbs.	0.14	10,500.00
Type 2 Fence	5,700	rods	5.00	28,500.00
14' x 48" Metal Gates	2	only	100.00	200.00
20' x 48" Metal Gates	10	only	135.00	1,350.00
Loose Riprap	440	cu. yds.	5.00	2,200.00
Coarse Crushed Material in Base	9,200	cu. yds.	3.00	27,600.00
3/4" - 0 Material in Base	1,640	cu. yds.	3.25	5,330.00
Sprinkling	1,370	M-gal.	2.50	3,425.00
Furnishing and Placing Aggregates	230	cu. yds.	4.50	1,035.00
120-150 Asphalt	14	tons	55.00	770.00
RS-1 Asphalt	10	tons	60.00	600.00
				$582,868.00
Flagging (57½% of Contractor's Costs)	All	Required		3,000.00
Seeding and Mulching	All	Required		10,500.00
Work by Consumers Power Inc.	All	Required		1,400.00
Work by Pacific Tel. & Tel. Co.	All	Required		800.00
				$598,568.00

Type Code 0010
Roadway (Sta. 1745+28 to Sta. 2109+00)(Contract No. 5207)

Clearing and Grubbing	All	Required	$	$ 21,700.00
Removal of Bridge	All	Required		1,500.00
Drainage Excavation, Unclassified	3,400	cu. yds.	2.00	6,800.00
Embankment in Place	1,690,000	cu. yds.	0.47	794,300.00
Furnishing and Placing Topsoil	16,000	cu. yds.	0.75	12,000.00
Finishing Roadbed and Slopes	6.67	miles	800.00	5,336.00
18-inch Corrugated Metal Pipe	580	lin. ft.	5.00	2,900.00
12-inch Concrete Pipe	790	lin. ft.	1.90	1,501.00
15-inch Concrete Pipe	930	lin. ft.	3.10	2,883.00
18-inch Concrete Pipe	2,450	lin. ft.	3.60	8,820.00
24-inch Concrete Pipe	4,060	lin. ft.	5.60	22,736.00
36-inch Concrete Pipe	1,220	lin. ft.	9.90	12,078.00
22-inch Arch Type Corrugated Metal Pipe	840	lin. ft.	5.50	4,620.00
29-inch Arch Type Corrugated Metal Pipe	180	lin. ft.	8.40	1,512.00
15-inch Culvert End Sections	26	only	54.50	1,417.00
18-inch Culvert End Sections	54	only	60.00	3,240.00
24-inch Culvert End Sections	40	only	83.00	3,320.00
36-inch Culvert End Sections	6	only	164.50	987.00
22-inch Arch Type Culvert End Sections	12	only	57.50	690.00
29-inch Arch Type Culvert End Sections	2	only	69.50	139.00
Class "A" Concrete	650	cu. yds.	50.00	32,500.00
Metal Reinforcement	100,000	lbs.	0.14	14,000.00
Type 2 Fence	5,800	rods	5.00	29,000.00
20' x 48" Metal Gates	8	only	90.00	720.00
Coarse Crushed Material in Base	10,100	cu. yds.	3.00	30,300.00
3/4" - 0 Material in Base	1,700	cu. yds.	3.10	5,270.00
Sprinkling	2,300	M-gal.	1.75	4,025.00
Loose Riprap	4,000	cu. yds.	3.00	12,000.00
Furnishing and Placing Aggregates	160	cu. yds.	4.50	720.00
120-150 Asphalt	10	tons	50.00	500.00
RS-1 Asphalt	6	tons	55.00	330.00
				$1,037,844.00
Flagging (57½% of Contractor's Costs)	All	Required		1,000.00
Seeding and Mulching	All	Required		10,500.00
Work by Kirk Tel. Co.	All	Required		300.00
Work by Consumers Power Inc.	All	Required		1,800.00
				$1,051,444.00
	Subtotal			$1,650,012.00
	10% Engr. & Cont.			165,001.20
		Total		$1,815,013.20

Type Code X021
Calapooya River Bridge (Linn-West Road)(Sta. 1854+87.08)(Contract No. 5261)

Furnish Treated Timber Piling	1,260	lin. ft.	$1.50	$ 1,890.00
Drive Timber Piles	36	only	60.00	2,160.00
Class "A" Concrete	177	cu. yds.	68.00	12,036.00
Metal Reinforcement	46,000	lbs.	0.13	5,980.00
Treated Timber	3.0	M-fbm	350.00	1,050.00
8-inch Drain Pipe	40	lin. ft.	4.00	160.00

Subtotal	$ 23,276.00
10% Engr. & Cont.	2,327.60
Total	$ 25,603.60

Length of Roadway - - - - - - - - - - - 13.160 Miles
Length of 1 Structure - - - - - - - - - 0.000 Mile
Length of 16 Structures - - - - - - - - 0.249 Mile (Exceptions)
Total Length- - - - - - - - - - - - - - 13.409 Miles
Cost of Roadway Per Mile- - - - - - - - $137,918.93

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 52,000.00	$ 47,000.00	$ 5,000.00
Roadway	1,815,013.20	1,676,000.00	139,013.20
Structure	25,603.60	23,000.00	2,603.60
	$1,892,616.80	$1,746,000.00	$146,616.80

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

Oregon State Highway Department

Federal Aid
Project No. I-5-4(16) 215
(Old) I-328(5)

LEBANON ROAD-TWIN BUTTES SECTION OF THE PACIFIC HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon April 24, 1958

Type Code P. E.

Preliminary Engineering	All Required		$ 52,000.00

Type Code 001C
Roadway (Sta. 1401+00 to State 1745+28)

Clearing and Grubbing	All	Required		12,000.00
Drainage Excavation, Unclassified	5,800	cu. yds.	3.00	17,400.00
Embankment in Place	867,000	cu. yds.	.50	433,500.00
Furnishing in Placing Topsoil	7,000	cu. yds.	1.50	10,500.00
Finishing Roadbed and Slopes	6.50	miles	1,500.00	9,750.00
12-inch Concrete Pipe	250	lin.ft.	2.25	562.50
15-inch Concrete Pipe	2,800	lin.ft.	2.75	7,700.00
18-inch Concrete Pipe	820	lin.ft.	4.00	3,280.00
24-inch Concrete Pipe	2,040	lin.ft.	5.50	11,220.00
30-inch Concrete Pipe	2,040	lin.ft.	7.00	14,280.00
36-inch Concrete Pipe	1,080	lin.ft.	9.00	9,720.00
42-inch Concrete Pipe	1,900	lin.ft.	12.00	22,800.00
22-inch Arch Type Corrugated Metal Pipe	2,960	lin.ft.	5.50	16,280.00
36-inch Arch Type Corrugated Metal Pipe	40	lin.ft.	12.00	480.00
15-inch Culvert End Sections	80	only	30.00	2,400.00
18-inch Culvert End Sections	12	only	40.00	480.00
24-inch Culvert End Sections	24	only	60.00	1,440.00
30-inch Culvert End Sections	16	only	85.00	1,360.00
36-inch Culvert End Sections	12	only	125.00	1,500.00
42-inch Culvert End Sections	24	only	185.00	4,440.00
22-inch Arch Type Culvert End Sections	30	only	30.00	900.00
Class "A" Concrete	480	cu.yds.	50.00	24,000.00
Metal Reinforcement	75,000	lbs.	.14	10,500.00
Type 2 Fence	5,700	rods	5.50	31,350.00
14' x 48" Metal Gates	2	only	75.00	150.00
20' x 48" Metal Gates	10	only	120.00	1,200.00

Loose Riprap	440	cu.yds.	2.50	1,100.00
Coarse Crushed Material in Base	9,200	cu.yds.	2.30	21,160.00
3/4" - 0 Material in Base	1,640	cu.yds.	2.50	4,100.00
Sprinkling	1,370	M-gals.	3.00	4,110.00
Furnishing and Placing Aggregates	230	cu.yd.	4.00	920.00
120-150 Asphalt	14	tons	45.00	630.00
RS-1 Asphalt	10	tons	50.00	500.00
				$ 681,712.50
Flagging (57½% of Contractors Costs)	All	Required		3,000.00
Seeding and Mulching	All	Required		10,500.00
Work by Consumers Power, Inc.	All	Required		600.00
Work by Pacific Tel. & Tel. Co.	All	Required		800.00
				$ 696,612.50

Type Code 0010
Roadway (Sta. 1745+28 to Sta. 2109+00)

Clearing and Grubbing	All	Required		8,000.00
Removal of Bridge	All	Required		2,000.00
Drainage Excavation, Unclassified	3,400	cu.yds.	3.00	10,200.00
Embankment in Place	1,690,000	cu.yds.	.49	828,100.00
Furnishing and Placing Topsoil	16,000	cu.yds.	1.50	24,000.00
Finishing Roadbed and Slopes	6.67	miles	1,500.00	10,005.00
18-inch Corrugated Metal Pipe	580	lin.ft.	5.00	2,900.00
12-inch Concrete Pipe	790	lin.ft.	2.25	1,777.50
15-inch Concrete Pipe	930	lin.ft.	2.75	2,557.50
18-inch Concrete Pipe	2,450	lin.ft.	4.00	9,800.00
24-inch Concrete Pipe	4,060	lin.ft.	5.50	22,330.00
36-inch Concrete Pipe	1,220	lin.ft.	9.00	10,980.00
22-inch Arch Type Corrugated Metal Pipe	840	lin.ft.	5.50	4,620.00
29-inch Arch Type Corrugated Metal Pipe	180	lin.ft.	9.00	1,620.00
15-inch Culvert End Sections	26	only	30.00	780.00
18-inch Culvert End Sections	54	only	40.00	2,160.00
24-inch Culvert End Sections	40	only	60.00	2,400.00
36-inch Culvert End Sections	6	only	125.00	750.00
22-inch Arch Type Culvert End Sections	12	only	30.00	360.00
29-inch Arch Type Culvert End Sections	2	only	40.00	80.00
Class "A" Concrete	650	cu.yds.	47.50	30,875.00
Metal Reinforcement	100,000	lbs.	.14	14,000.00
Type 2 Fence	5,800	rods.	5.50	31,900.00
20' x 48" Metal Gates	8	only	75.00	600.00
Coarse Crushed Material in Base	10,100	cu.yds.	2.30	23,230.00
3/4" - 0 Material in Base	1,700	cu.yds.	2.50	4,250.00
Sprinkling	2,300	M-gals.	3.00	6,900.00
Loose Riprap	4,000	cu.yds.	2.50	10,000.00
Furnishing and Placing Aggregates	160	cu.yds.	3.75	600.00
120-150 Asphalt	10	tons	45.00	450.00
RS-1 Asphalt	6	tons	50.00	300.00
				$ 1,068,525.00

Flagging (57½% of Contractors Cost)	All Required	1,000.00
Seeding and Mulching	All Required	10,500.00
Work by Halsey Tel. Co.	All Required	500.00
Work by Kirk Tel. Co.	All Required	300.00
Work by Pacific Power & Light Co.	All Required	400.00
Work by Consumers Power, Inc.	All Required	1,000.00
		$ 1,082,225.00
	Subtotal	$ 1,778,837.50
	10% Engr. & Cont.	177,883.75
	Total	$ 1,956,721.25

Length of Roadway.	13.160 miles
Length of 16 Structures.	0.249 miles (Exceptions)
Total Length	13.409 miles
Cost of Roadway per Mile	$148,687.02

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 52,000.00	$ 47,000.00	$ 5,000.00
Roadway	1,956,721.25	1,800,000.00	156,721.25
	$2,008,721.25	$1,847,000.00	$ 161,721.25

Oregon State Highway Department

Federal Aid
Project No. I-5-4(16)215
(Old) I-328(5)

LEBANON ROAD-TWIN BUTTES SECTION OF THE PACIFIC HIGHWAY IN LINN COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, June 20, 1958

Type Code P. E.

Preliminary Engineering	All Required	$ 52,000.00

Type Code 0010
Roadway (Sta. 1401+00 to Sta. 1745+28)(Contract No. 5208)

Clearing and Grubbing	All	Required		48,000.00
Drainage Excavation, Unclassified	5.800	cu. yds.	$ 1.50	8,700.00
Embankment in Place	867.000	cu. yds.	0.365	316.455.00
Furnishing and Placing Topsoil	7,000	cu. yds.	0.70	4.900.00
Finishing Roadbed and Slopes	6.50	miles	500.00	3,250.00
12 Inch Concrete Pipe	250	lin. ft	2.60	650.00
15 Inch Concrete Pipe	2,800	lin. ft.	3.50	9,800.00
18 Inch Concrete Pipe	820	lin. ft.	3.75	3.075.00
24 Inch Concrete Pipe	2.040	lin. ft.	5.40	11,016.00
30 Inch Concrete Pipe	2.040	lin. ft.	6.65	13.566.00
36 Inch Concrete Pipe	1,080	lin. ft.	8.45	9,126.00
42 Inch Concrete Pipe	1.900	lin. ft.	10.20	19,380.00
22 Inch Arch Type Corrugated Metal Pipe	2,960	lin. ft.	4.60	13.616.00
36 Inch Arch Type Corrugated Metal Pipe	40	lin. ft.	10.60	424.00
15 Inch Culvert End Sections	80	only	50.00	4,000.00
18 Inch Culvert End Sections	12	only	50.00	600.00
24 Inch Culvert End Sections	24	only	65.00	1.560.00
30 Inch Culvert End Sections	16	only	90.00	1,440.00
36 Inch Culvert End Sections	12	only	150.00	1,800.00
42 Inch Culvert End Sections	24	only	200.00	4.800.00
22 Inch Arch Type Culvert End Sections	30	only	40.00	1,200.00
Class "A" Concrete	480	cu. yds.	50.00	24,000.00
Metal Reinforcement	75,000	lbs.	0.14	10,500.00
Type 2 Fence	5,700	rods	5.00	28,500.00
14' x 48" Metal Gates	2	only	100.00	200.00
20' x 48" Metal Gates	10	only	135.00	1,350.00
Loose Riprap	440	cu. yds.	5.00	2,200.00
Coarse Crushed Material in Base	9,200	cu. yds.	3.00	27,600.00
3/4" - 0 Material in Base	1,640	cu. yds.	3.25	5.330.00
Sprinkling	1,370	M-Gals.	2.50	3.425.00
Furnishing and Placing Aggregates	230	cu. yds.	4.50	1,035.00
120-150 Asphalt	14	tons	55.00	770.00

RS -1 Asphalt	10 tons	$ 60.00	$ 600.00
			$582,868.00
Flagging (57½% of Contractor's Costs)	All Required		3,000.00
Seeding and Mulching	All Required		10,500.00
Work by Consumers Power, Inc.	All Required		600.00
Work by Pacific Telephone & Telegraph Co.	All Required		800.00
			$597,768.00

Type Code 0010
Roadway (Sta. 1745+48 to Sta. 2109+00)(Contract No. 2407)

Clearing and Grubbing	All Required		$ 21,700.00
Removal of Bridge	All Required		1,500.00
Drainage Excavation, Unclassified	3,400 cu. yds.	$ 2.00	6,800.00
Embankment in Place	1,690,000 cu. yds.	0.47	794,300.00
Furnishing and Placing Topsoil	16,000 cu. yds.	0.75	12,000.00
Finishing Roadbed and Slopes	6.67 miles	800.00	5,336.00
18 Inch Corrugated Metal Pipe	580 lin. ft.	5.00	2,900.00
12 Inch Concrete Pipe	790 lin. ft.	1.90	1,501.00
15 Inch Concrete Pipe	930 lin. ft.	3.10	2,883.00
18 Inch Concrete Pipe	2,450 lin. ft	3.60	8,820.00
24 Inch Concrete Pipe	4,060 lin. ft.	5.60	22,736.00
36 Inch Concrete Pipe	1,220 lin. ft.	9.90	12,078.00
22 Inch Arch Type Corrugated Metal Pipe	840 lin. ft.	5.50	4,620.00
29 Inch Arch Type Corrugated Metal Pipe	180 lin. ft.	8.40	1,512.00
15 Inch Culvert End Sections	26 only	54.50	1,417.00
18 Inch Culvert End Sections	54 only	60.00	3,240.00
24 Inch Culvert End Sections	40 only	83.00	3,320.00
36 Inch Culvert End Sections	6 only	164.50	987.00
22 Inch Arch Type Culvert End Sections	12 only	57.50	690.00
29 Inch Arch Type Culvert End Sections	2 only	69.50	139.00
Class "A" Concrete	650 cu. yds.	50.00	32,500.00
Metal Reinforcement	100,000 lbs.	0.14	14,000.00
Type 2 Fence	5,800 rods	5.00	29,000.00
30' x 48" Metal Gates	8 only	90.00	720.00
Coarse Crushed Material in Base	10,100 cu. yds.	3.00	30,300.00
3/4" - 0 Material in Base	1,700 cu. yds.	3.10	5,270.00
Sprinkling	2,300 M-Gals.	1.75	4,025.00
Loose Riprap	4,000 cu. yds.	3.00	12,000.00
Furnishing and Placing Aggregates	160 cu. yds.	4.50	720.00
120-150 Asphalt	10 tons	50.00	500.00
RS-1 Asphalt	6 tons	55.00	330.00
			$1,037,844.00
Flagging (57½% of Contractor's Costs)	All Required		1,000.00
Seeding and Mulching	All Required		10,500.00
Work by Halsey Telephone Co.	All Required		500.00
Work by Kirk Telephone Co.	All Required		300.00

Work by Pacific Power & Light Co.	All Required	$ 400.00
Work by Consumer's Power, Inc.	All Required	1,000.00
		$1,051,544.00
	Subtotal	1,649,312.00
	10% Engr. & Cont.	164,931.20
	Total	$1,814,243.20

Type Code X021
Calapooya River Bridge (Linn-West Road) (Sta. 1854+87.08)

Furnish Treated Timber Piling	1,260	lin. ft.	$ 2.00	$ 2,520.00
Drive Timber Piles	36	only	100.00	3,600.00
Class "A" Concrete	177	cu. yds.	80.00	14,160.00
Metal Reinforcement	46,000	lbs.	0.14	6,440.00
Treated Timber	3.0	M-FBM	300.00	900.00
8 Inch Drain Pipe	40	lin. ft.	5.00	200.00
		Subtotal		$27,820.00
		10% Engr. & Cont.		2,782.00
		Total		$30,602.00

Length of Roadway	13.160 Miles
Length of 1 Structure	0.000 Mile
Length of 16 Structures	0.249 Mile (Exceptions)
Total Length	13.409 Miles
Cost of Roadway Per Mile	$137,860.42

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 52,000.00	$ 47,000.00	$ 5,000.00
Roadway	1,814,243.20	1,675,900.00	138,343.20
Structure	30,602.00	28,100.00	2,502.00
	$1,896,845.20	$1,751,000.00	$145,845.20

RECEIVED
MAR 1959
FOR FILING

5206

Department of Commerce
Bureau of Public Roads
Division Eight

C
O
P
Y

When replying, refer to
07-35.5

March 19, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Consumers Power Inc., Utility Adjustments
Pacific Highway, South Albany to
McKenzie River

Dear Sir:

The supporting data submitted with your letters of Feb. 5th, 25th, and March 13, 1959, confirmed the fact that Consumers Power Inc., did comply with the provisions of Section 6 of PPM 30-4 in contracting part of their utility adjustments, with the exception of requesting prior approval from the State and Bureau. It therefore has been administratively agreed that the contract work is eligible for Federal participation, subject to the usual final audit of costs. This work has previously been authorized.

It is not the usual policy of this office to approve delayed submissions of this nature, but in this case, it is considered justified due to the fact that the oversight for requesting approval of contracting by the Utility was unintentional and your office was not aware of the contract work until the first billing was received.

We are pleased to note that you have corrected your procedure to control such omissions in the future.

The above contract work covers the following Federal-aid projects:

1-5-4(14)228	Contract	5170
1-5-4(16)215	"	5207 & 5208
1-5-4(18)211	"	5293
1-5-4(19)204	"	5329
1-5-4(20)198	"	5339

Very truly yours,

/s/ C. G. Polk

C. G. Polk
Division Engineer

RECEIVED
MAR 25 1959
FOR FILING

I-5-4(16)215

5208

March 13, 1959

C
O
P
Y

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In response to the verbal request of Mr. Pike for additional information in connection with utility work by Consumers Power on various projects on the Pacific Highway south of Albany we are enclosing three copies of the letter from the Company.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:bb

A

RECEIVED
MAR - 6 1959
FOR FILING

T I 4(11)215

5208

Mar. 6, 1959

CERTIFIED MAIL

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

It is the intention of the State Highway Commission to release to Roy L. Houck & Sons and Roy L. Houck Sons' Corporation a portion of the funds heretofore retained by the Commission on Contract No. 5208, for grading on the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County.

This payment, in the amount of $13,950.28, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $15,193.12. The present payment will be released on or after March 16, 1959.

There is a claim filed against this project, of which you have been previously notified, in the amount of $10,789.03.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Huggins Insurance Agency,
373 N. Church St.
Salem, Oregon

NOTED ON CARD
cm

RECEIVED
FEB 2_ 1959
FOR FILING

I-5-4(16)215

5208

1

February 19, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

In response to the verbal request of Mr. Rice to Mr. Baker, for additional information regarding bills received by Consumers Power, Inc., for contract work on their power lines between Albany and the McKenzie River, we are enclosing three copies of analysis of bills received prepared by the Company.

Projects involved in the power line adjustments are:

Contract No.		Section	Project
5170		Santiam Jct.-Lebanon Road	I-5-4(14)228
5207	5207	Saddle Butte-Twin Buttes	I-5-4(16)215
5208	5208	Lebanon Road-Saddle Butte	I-5-4(16)215
5290	5373	Twin Buttes-Halsey Road	I-5-4(18)211
5329	5329	Halsey Road-Lane Co. Line	I-5-4(20)206
5339	5339	Lane Co. Line-McKenzie River	I-5-4(20)198

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr
Encl.

RECEIVED
FEB 16 1959
FOR FILING

When replying, refer to
08-35.4

February 12, 1959

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-4(16)215
Lebanon Road-Saddle Butte Section
Pacific Highway
Order for State Force work
Dated January 16, 1959
Seeding, mulching and fertilizing

Dear Sir:

Reference is made to your letter dated February 4, 1959 concerning subject order.

We are approving the use of State Forces as being in the public interest in this case for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.
2. The State has trained men and specialized equipment to perform the work most economically.
3. The amount of the work is too small to warrant a separate contract.

It is understood that the data submitted is an estimate and that full support for acreage treated will be furnished before payment can be made.

Very truly yours,

C. G. Polk
Division Engineer

Orig to District

RECEIVED
MAR [illegible] 1959
FOR FILING

I-5-4(16)215

5208

February 5, 1959

COPY

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Construction of the Pacific Highway Freeway in Linn and Lane Counties requires moving and adjusting of power lines and facilities of the "Consumers Power Inc." This organization is a rural electric cooperative system which has made use of federal financing under provisions of the Rural Electrification Act of 1936 as amended. As the lines and facilities of this cooperative are situated on their own right of way, it becomes the obligation of the state to pay the cost of necessary moves and adjustments.

Under terms of your Policy and Procedure Memorandum 30-4 dated December 31, 1957, the state is entitled to federal reimbursement in the proper ratio for its expense in such work, providing the specified regulations are followed. As far as I can ascertain the provisions of the PPM were complied with, with the exception that a portion of the work done by the cooperative was done by a contract which did not have the prior approval of the State and the B.P.R. In this instance the work was accomplished under a so-called continuing contract which is the manner by which all of the cooperative's construction is undertaken. The state had no knowledge that the work was being contracted until the first billing was received a few weeks ago.

The power line moves and adjustments involve the following contracts:

Cont. No.	Section	Project	Est. to Move Power Lines	Date of BPR Approval to Proceed with Power Line Moves
5170	Santiam Jct.-Lebanon Rd.	I-5-4(14)228	$ 1,265	5-7-58
5207	Saddle Butte-Twin Buttes	I-5-4(16)215	1,870	8-22-58
5208	Lebanon Rd.-Saddle Butte	I-5-4(16)215	1,444	8-21-58
5293	Twin Buttes-Belts Rd.	I-5-4(18)211	216	8-22-58
5329	Belts Road-Lane Co. Line	I-5-4(20)204	911	9-8-58
5339	Linn Co. Line-McKenzie R.	I-5-4(20)198	19,946	10-6-58

We are enclosing herewith a copy of the cooperative's contract, a copy of the three lowest bids that were received and a letter of justification from the cooperative giving their reasons for handling the work in this manner.

It is requested that you review this matter and advise us as to whether or not we can expect Bureau participation because of this unintentional oversight. For your information we have altered our procedures so as to control this type of thing in the future.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RLP:bb

RECEIVED
1959
FOR FILING

I [illegible]

February 4, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order For State Force Work No. 228 and 230 covering seeding and mulching on the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County, Contract No. 5208, in connection with Federal Aid Project No. I-5-4(16)215.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews. The amount is too small to be done by separate contract.

Your approval of this order at agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total amount of the order is $4,550 with Federal participation of $4,095.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmw

A

RECEIVED
FEB 5 1959
FOR FILING
[illegible]
[illegible]

Feb. 4, 1959

Shuler, Sayre, Winfree & Rankin
Portland Trust Bldg.
Portland 4, Oregon

Gentlemen:

This will acknowledge your letter and affidavit on behalf of your clients, R. M. Wade & Co., requesting a certified copy of our Contract No. 5208 and bond from Roy L. Houck & Sons and Roy L. Houck Sons' Corporation; for grading on the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County.

Attached is a copy of the contract and bond covering this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em
Attach.

LAW OFFICES
SHULER, SAYRE, WINFREE & RANKIN
(WINFREE, McCULLOCH, SHULER & SAYRE)
PORTLAND TRUST BUILDING
PORTLAND 4, OREGON
CAPITOL 8-6688

JOHN W. SHULER
PAUL A. SAYRE
HERBERT W. WINFREE
HOWARD A. RANKIN
ROBERT L. MYERS

ANDREW B. WINFREE
WILLIAM C. McCULLOCH
OF COUNSEL

January 29, 1959

Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Oregon State Highway Commission Contract No. 5208-11

Dear Sir:

Pursuant to the provisions of O.R.S. 279.512, we are enclosing Affidavit on behalf of our clients R. M. Wade & Co.

We request that you send us, at this address, a certified copy of Oregon State Highway Commission Contract No. 5208 and Bond from Roy L. Houck & Son and American Casualty Company given in connection therewith.

Very truly yours,

SHULER, SAYRE, WINFREE & RANKIN

By: Robert L. Myers

RLM:hml
Encl.

RECEIVED
FEB 4 1959
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT

STATE OF OREGON)
) ss
COUNTY OF MULTNOMAH)

I, HERBERT W. WINFREE, being first duly sworn, on oath depose and say:

1. That I am the Secretary of R. M. Wade & Co. and that said R. M. Wade & Co. has a claim against the bond taken from Roy L. Houck & Son and American Casualty Company for the work covered by Oregon State Highway Commission Contract No. 5208, in the amount of $10,789.03, which claim has not been paid.

2. Said claim arises on account of fencing material which R. M. Wade & Co. furnished to John A. and Dale J. Clarambeau for the prosecution of the work provided in said Contract.

DATED this 3rd day of February, 1959.

Herbert W. Winfree

Subscribed and sworn to before me this 3rd day of February, 1959.

Robert L. Myers
Notary Public for Oregon
My Commission Expires: November 9, 1962

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5208

Salem, Oregon
January 30, 1959

Mr. J. D. Walker
Division Engineer
O F F I C E

To assist in an attempt to collect federal aid in the cost of borrow pits acquired by the State between Albany and the Lane County Line, please provide us with approximate estimates of the quantities of borrow materials to be taken from the pits listed below:

Lebanon Road-Saddle Butte Section Contract No. 5208
Jenks Pit-West side of highway, Stations 1472 to 1498
North Area of Saddle Butte Pit, Stations 1722 to 1735

Saddle Butte-Twin Buttes Section Contract No. 5207
South Area of Saddle Butte Pit, Stations 1740 to 1760
Courtney Creek Pit, both sides of highway, Station 1960

Twin Buttes-Belts Road Section Contract No. 5293
Quimby Pit, East of highway, Stations 2120 to 2146
Pit on east side of highway, Stations 2186 to 2199+50
Pit on east side of highway, Stations 2199+50 to 2225

Belts Road-Lane Co. Line Section Contract No. 5329
Glaser Pit, West side of highway, Stations 2410 to 2437

Please indicate in each case whether quantities are excavation measure or embankment measure. If they are embankment measure quantities please give an estimate of probable percentage of shrinkage.

S. H. Probert
Office Engineer

SHP:bb

cc: Tom Edwards

RECEIVED
JAN 16 1959
FOR FILING

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5208

~~3-24 A~~
~~[illegible] on bond~~
File

Jan. 15, 1959

American Casualty Co. of Reading, Pa.
607 Washington St.
Reading, Pa.

Gentlemen:

Attached is a copy of a claim in the amount of $10,789.03 which has been filed with the Secretary of State by R. M. Wade & Company for fencing materials furnished to John A. and Dale J. Claranbeau, who are apparently subcontractors for Roy L. Houck & Sons, Salem, on our Contract No. 5208. This contract is for grading the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

GWH:em
Attach.

cc: Huggins Insurance Agency
373 N. Church St.
Salem, Oregon

Roy L. Houck & Sons
1585 N. 20th St.
Salem, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

NOTICE OF CLAIM

TO: SECRETARY OF STATE OF THE STATE OF OREGON
and THE OREGON STATE HIGHWAY COMMISSION:

NOTICE IS HEREBY GIVEN that the undersigned, R.M. WADE & CO., has a claim for fencing materials furnished by it to JOHN A. and DALE J. CLARANBEAU in the sum of TEN THOUSAND SEVEN HUNDRED EIGHTY-NINE and 03/100 Dollars ($10,789.03) against the bond taken from ROY L. HOUCK & SON and AMERICAN CASUALTY COMPANY for the work covered by Oregon State Highway Commission Contract No. 5208, the same being Lebanon Road-Saddle Butte Section, Pacific Highway, Linn County.

Dated this 5th day of January, 1959.

R.M. WADE & CO.

By ______________________
Secretary

File # 3622

FILED
JAN 6 - 1959
MARK O. HATFIELD
SECRETARY OF STATE

RECEIVED
JAN 6 - 1959
MARK O. HATFIELD
SECRETARY OF STATE

[illegible] ON CARD

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JAN 16 1959
FOR FILING

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5318

[illegible]
filed

Jan. 14, 1959

Secretary of State
Salem
Oregon

Attention: Geo. C. Stephens
Public Records Section

Dear Sir:

Thank you for your letter of Jan. 6, 1959, which had attached to it three copies of a claim in the sum of $10,789.03, filed with your office by R. M. Wade & Company for fencing materials furnished to Roy L. Houck & Sons on our Contract No. 5208, your File No. 3622.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:cm

NOTED ON CARD
CM

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

Janaury 6, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Messrs. Shuler, Sayre, Winfree & Rankin, Portland Trust Building, Portland 4, Oregon, and filed as of this date, a notice of claim by R. M. Wade & Co., a notice of claim by Roy L. Houck & Son, principal and American Casualty Company, surety, for the work covered by Oregon State Highway Commission Contract No. 5208, the same being Lebanon Road-Saddle Butte Section Pacific Highway, Linn County.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

MARK O. HATFIELD
Secretary of State
Geo A Stephens
By
Public Records Section

GS:FK
Enc.

RECEIVED
JAN 13 1959
OREGON
STATE HIGHWAY COMMISSION

HOLD ON CARD

RECEIVED
DEC 29 1958
FOR FILING
[illegible]
5208

December 24, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224, 238 covering seeding and mulching on the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County, Contract No. 5208, in connection with Federal Aid Project No. I-5-4(16)215.

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews to do the work more economically than by separate contract.

Your approval of this order on the basis of agreed unit prices under the provisions of PPM 21-6.3 is requested.

The total estimated amount of the order is $10,500.00, with Federal participation of $9,450.00.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

1

RECEIVED
SEP 25 1958
FOR FILING
I-5-4(16)215

5208

September 23, 1958

Mr. C. O. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering construction of driveways, roads and cattle lanes on the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County, Contract No. 5208, in connection with Federal Aid Project No. I-5-4(16)215.

This work is necessary to replace driveways, etc., originally on the right of way. Settlement of the property rights could not be made before construction started and the work included in contract items. Due to the emergency nature of the work, it has been done to expedite construction.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Encl.

DBP:cr

RECEIVED
AUG 25 1958
FOR FILING

When replying, refer to
08-35.4

August 21, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-4(16)215
Revision of consumers power facilities,
Lebanon Road-Saddle Butte Section of
Pacific Highway

Dear Sir:

We have received and approved the estimate and agreement with Consumers Power, Inc. covering the above work.

This letter will constitute your authority to proceed with the described work.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

NOTED
FORREST COOPER

Orig to SHP

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AUG 18 1958
FOR FILING
[illegible]
5265

August 15, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting, herewith, the following data in connection with relocating the Consumers Power, Inc., power line at the Sand Ridge County Road on the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County, Project I-5-4(16)215:

1. Copies of the Assistant Counsel's letter, which establishes the obligation of the State to reimburse the Company for moving its line.

2. Copies of the Company's estimate covering the work.

3. Copies of the Company's Drawing No. 854, showing the work to be done.

Your approval of the agreement and authorization to proceed with the work as of this date, under the provisions of PPM 30-4, are requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

FORM E-123X REV 4-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

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T 3-4 061275

5208

July 24, 1958

Roy L. Houck & Sons and
Roy L. Houck Sons' Corporation

ATTENTION: Grace F. Houck

RE: Removal of crops from right
of way by others than the
contractor
Lebanon Road-Saddle Butte Section
Pacific Highway
Contract No. 5208

Dear Mrs. Houck:

Your letter of July 10, 1958, addressed to Mr. L. L. MacIntyre, Resident Engineer at Albany, Oregon, has been handed to me for reply.

We have considered your request that we advise the farmers on the above mentioned section of highway that you are entitled to the crops growing in the new highway right of way which we have either acquired or are acquiring by eminent domain.

We cannot agree with your position that you are entitled to any crops growing in the highway right of way. Standard Specifications for Highway Construction, (May 1, 1954) No. 1.4.11, is as follows:

> "The contractor shall not, without the written consent of the engineer, take, sell, use, remove, or otherwise dispose of, except as stipulated by the terms of the contract, any sand, gravel, rock, earth, or other material obtained or produced from within the limits of rights of way, gravel pits, rock quarries, or other property owned by the State or held by the State under lease or other agreement. The ownership of such materials will at all times vest in and remain with the State."

The standard specifications are part of Contract No. 5208 and this provision would specifically reserve to the State any crops growing in the highway right of way.

With respect to timber, Standard Specifications for Highway Construction, (May 1, 1954) No. 2.1.11, is as follows:

NOTED
FORREST COOPER

Roy L. Houck & Sons
July 24, 1958
Page 2

> "The contractor will be permitted to log and to sell for his own benefit all or any part of any merchantable timber occurring within the limits of the area to be cleared, excepting only such trees as are designated by the engineer for preservation. All logs and other timber claimed by the contractor under this provision, shall be removed from the right of way and from the vicinity of the project before the clearing and grubbing work will be accepted as completed."

Under this provision, you would, of course, be entitled to merchantable timber growing in the highway right of way but this provision does not include any annual or perennial crops that are usually harvested each year by a property owner.

I might add that in the event you have harvested any crops in the highway right of way, we will expect you to furnish us with a full accounting for the same since our negotiations with the property owners on this line provided that the property owner could harvest his crop unless the right of way was required for the immediate construction of the highway before the crop was ready to harvest.

Very truly yours,

L. I. [illegible]
Chief Counsel

L.I.:mmb
cc: L. L. MacIntyre
J. D. Walker
Tom Edwards
Forrest Cooper ✓

RECEIVED
ENGINEER

RECEIVED
JUL 15 1958
FOR FILING
1-5-4(11) 215
[illegible]

FORM E-128 5M

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 14, 1958

Roy L. Houck & Sons and
Roy L. Houck Sons' Corp
1585 N. 20th St.
Salem, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5208, awarded June 16, 1958, for grading on the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

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JUL 7 - 1958
FOR FILING

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[illegible]

July 3, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County, Contract No. 5208, in connection with Federal Aid Project No. I-5-4(16)215.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ew

Encl.

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JUN 30 1958
FOR FILING

I-5-4 [illegible]

5218

June 30, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on May 26, 1958, on Contract No. 5206, Lebanon Road-Saddle Butte Section, in Linn County, in connection with Federal Aid Project No. I-5-4(16)215.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

Forrest Cooper
Deputy State Highway Engineer

RECEIVED

[illegible]

08-35.4 June 24, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project I-5-4(16)215
Revision of Pacific Telephone
and Telegraph Facilities -
Lebanon Road-Saddle Butte Section
of Pacific Highway

Dear Sir:

We have received and approved the estimate and agreement with the Pacific Telephone and Telegraph Company covering the above work.

This letter will constitute your authority to proceed with the described work.

Very truly yours,

C. G. POLK
Division Engineer

NOTED
FORREST COOPER

Orig to SHP

RECEIVED
JUN 19 1958
FOR FILING

I-5-4(16)215

5905

June 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are submitting herewith the following data in connection with revision of the Pacific Telephone and Telegraph Company's facilities on the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County, Project I-5-4(16)215:

1. Three copies of the Assistant Counsel's letter stating the State's obligation to reimburse the Company.
2. Three copies each of the Company's estimate for revising its facilities at two locations.
3. Sketches showing the revisions to be made by the Company.

Authority to proceed with revision of the Pacific Telephone and Telegraph Company facilities is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:mfh
Encl.-

8

RECEIVED
JUN 20 1958
FOR FILING
[illegible]
5208

AGENDA
JUN 19 1958
[illegible]

June 16, 1958

Roy L. Houck & Sons and
Roy L. Houck Sons Corp.
1585 North 20th Street
Salem, Oregon

Gentlemen:

The State Highway Commission on May 8, 1958 accepted your proposal for grading on the Lebanon Road-Saddle Butte Section of the Pacific Highway in Linn County, for the sum of $982,868, and referred it to the State Highway Engineer with authority to award the contract to you as soon as certain conditions had been fulfilled. This note is to inform you that such conditions have now been satisfied and that the State Highway Engineer today awarded you the contract in conformity with the Commission's authorization. This project has been assigned Contract No. 5208.

Contract forms are now being prepared in this office and will be mailed to you shortly for execution.

This confirms my wire to you of this date.

Respectfully yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

BY
Floyd Query, Assistant Secretary

llc

Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
Pacific Builder & Engineer, Inc.
Mr. Lowell Richards

NOTED
J. Mc C.

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a fast telegram	
TELEGRAM	
DAY LETTER	
NIGHT LETTER	

S
S
E

WESTERN UNION
TELEGRAM

W. P. MARSHALL, PRESIDENT

1206 (4-55)

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise the message will be sent at the full rate	
FULL RATE	
LETTER TELEGRAM	
SHORE-SHIP	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

June 16, 1958
Salem, Oregon

Roy L. Houck & Sons and
Roy L. Houck Sons Corp.
1585 N. 20th Street
Salem, Oregon

Gentlemen:

Contract for the Lebanon Road-Saddle Butte Section of Pacific Highway, Linn County, for which you submitted low bid on May 8, 1958, awarded you today. Contract forms follow shortly.

Floyd Query, Assistant Secretary
OREGON STATE HIGHWAY COMM.

cc: Accounting (5003-900)
C. W. Head
Files

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JUN 16 1958
FOR FILING

I-5-4(16)215

5[illegible]

June 16, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Your concurrence as of today is requested in the award of contract for grading work on the Lebanon Road-Saddle Butte Section of the Pacific Highway (Interstate Route No. 5) in Linn County, Project I-5-4(16)215, to Roy L. Houck & Sons & Roy L. Houck Sons' Corporation, of Salem, Oregon, on the basis of the bid of $582,868.00 submitted on May 8, 1958.

All rights of entry required for this contract are acquired. All rights of access to or from abutting properties are either (1) denied by law, or (2) have been acquired, or (3) are being acquired in condemnation proceedings which have been commenced and which will be prosecuted to completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:bb

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JUN 18 1958
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying,
refer to 08-45.4-0

I-5-4(16)215
5208

June 16, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

As requested in your letter of today advising that all rights-of-entry have been acquired for Oregon Project I-5-4(16)215, Lebanon Road - Saddle Butte Unit, Lebanon Road - Twin Buttes Section of the Pacific Highway, we hereby concur as of this date in award of contract No. 5208 to Roy L. Houck & Sons and Roy L. Houck Sons Corporation of Salem, Oregon, low bidder in the amount of $582,868.00 at the May 8, 1958 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

By E. H. Cowan
E. H. Cowan
Acting Division Engineer

RECEIVED
JUN 17 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

FORM E-123X 50M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-3-4 (10)215

5200

May 6, 1958

Consumers Power, Inc.
2100 North Ninth Street
Corvallis, Oregon

Re: Consumers Power, Inc.
Power Line Adjustment
Lebanon Road-Saddle Butte Section
Pacific Highway
Linn County

Gentlemen:

Bids on the above titled project will be received on May 8, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction.

The adjustment involves the relocation of a line along the north side of a county road which crosses the state highway near Engineer's Station 1564. This line is located on private property under the terms of an unrecorded easement held by you, so that it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable cost of the work under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. L. L. MacIntyre, 1101 North Pacific Highway, Albany, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RW
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. J. D. Walker
Mr. F. W. Farrar
Mr. L. L. MacIntyre

RECEIVED
[illegible] 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

FORM E-123X 80M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

T-5-4(16)215

5208

May 6, 1958

Pacific Power and Light Company
Public Service Building
Portland 4, Oregon

Re: Pacific Power and Light Company
Power Line Adjustment
Lebanon Road-Saddle Butte Section
Pacific Highway
Linn County

Gentlemen:

Bids on the above titled project will be received on May 8, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction. The adjustments involve work at the following locations:

> A line along the south side of an existing county road which crosses the freeway near Station 1432 must be relocated. The existing line is on county road right of way.
>
> A line along the east side of an existing county road between Stations 1613 and 1644 must be relocated. The existing line is on county road right of way.
>
> A line along the north side of an existing county road which crosses the freeway near Station 1722 must be relocated. The existing line is on county road right of way.
>
> In addition, there are two service poles, one near Station 1612+30, the other on the west side of the freeway near Station 1644+40, which must be removed or relocated. Both these poles are on private property without written easements.

It will be noted that some of the facilities are located on public highway rights of way, and it will be your obligation to rearrange these facilities without reimbursement. As to the facilities which are located on private property, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable cost under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. L. L. MacIntyre, 1101 North Pacific Highway, Albany, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. J. D. Walker
Mr. F. W. Farrar
Mr. L. L. MacIntyre

RECEIVED
MAY 7 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-123X 50M 1-58

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

I-5-4(16)215

5208

May 6, 1958

Pacific Telephone & Telegraph Company
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone & Telegraph Company
Telephone Line Adjustments
Lebanon Rd.-Saddle Butte Section
Pacific Highway
Linn County

Gentlemen:

Bids on the above titled project will be received on May 8, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction. The adjustments involve work at the following locations:

> A line which is on the north side of an existing county road which crosses the freeway near Station 1432 must be adjusted. The existing line is on county road right of way.
>
> A line consisting of contacts on power poles which are on the north side of an existing county road which crosses the freeway near Station 1564 must be adjusted. The power poles are on private property by easement.
>
> A service pole near Station 1613 must be removed. This pole is on county road right of way.
>
> A line which consists of a contact on a power pole and a buried service line near Station 1644+40 must be adjusted. Both the power pole and the buried wire are on private property without written easement.
>
> A line along the south side of an existing county road which crosses the freeway near Station 1723 must be adjusted. The adjustment involves 8 poles, 5 of which are on county road right of way and 3 are on private property by verbal permission of the property owner.

It will be noted that some of your facilities are located on public rights of way and some are on private property. As to the facilities which are located on public property, it will be your obligation to make the necessary changes without compensation. As to the facilities which are located on private property, it will be the obligation of the Highway Commission to reimburse you for the proper and reasonable costs of the adjustments under Federal regulations.

In order that the Highway Commission may comply with the Federal regulations, it is requested that you submit an estimate for the work in accordance with circular letter by Mr. W. C. Williams, State Highway Engineer, dated February 5, 1958, sent to you, to which there was attached a copy of Policy and Procedure Memorandum No. 30-4, issued by the Bureau of Public Roads under date of December 31, 1957. This estimate should be sent to Mr. Tom Edwards, Construction Engineer, State Highway Building, Salem, Oregon. Your final billing also should be sent to him.

Further details of the work may be secured from Mr. L. L. MacIntyre, 1101 North Pacific Highway, Albany, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. J. D. Walker
Mr. F. W. Farrar
Mr. L. L. MacIntyre

RECEIVED
MAY 7 1958
OFFICE OF
STATE HIGHWAY ENGINEER

DS-213(20) Nehalem R. Bridge Sec. 1958

5209

RECEIVED

A

OREGON STATE HIGHWAY DEPARTMENT
(date)

November 12, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5209	10 Final	Babler Bros., Inc.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
27317	91062	$ 1,981.46	11-9-59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 240 workdays from July 3, 1958

Time Extensions: None of record

Completion Date: August 21, 1959

Date Accepted: September 24, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: November 12, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: NOV 13 1959

NOTED ON CARD

A

RECEIVED
OCT 29 1959
FOR FILING

[illegible]

5217

October 28, 1959

General Insurance Co. of America
Portland Service Office
209 SW 4th Avenue
Portland 4, Oregon

Gentlemen:

State Highway contract #5209 for structure-grading-stone base on the Nehalem River Bridge on the Nehalem Secondary Highway in Columbia County was completed by the contractor, Babler Bros., Inc., on August 21, 1959, and was formally accepted by the Highway Commission on September 24, 1959.

Final payment in the amount of $1,981.46 will be released to the contractor on or after November 9, 1959. The total contract amount is $61,559.30, and no force account work was performed on the project.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 11, 1959

Section Nehalem River Bridge (M.P. 58.16)

Kind of work Structure, Grading & Stone Base

Highway Nehalem County Columbia

Section prefix 105-1039

Contractor Babler Bros., Inc.

Contract number 5209

Date of contract June 19, 1958

Specified work days 240

Date work started July 7, 1958

Work days used

Project authorization Exclusive of engineering $69,437.81 $

Per cent of time elapsed %

SEE RESIDENT BRIDGE ENGINEER'S REPORT

Estimated cost of completed project, exclusive of engineering $

Estimated per cent overrun or underrun %

Per cent of contract completed, based on estimated cost %

Engineering authorization $

Engineering cost to date $, %

Date project was completed , 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100		

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Semi-final estimate now completed and will be turned over to the Resident Bridge Engineer Monday, September 14th.

Mr. J. D. Walker, Division Engineer, inspected this project on Wednesday.

FINAL REPORT

RECEIVED

NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE DOE

NOTED

Noted
M. N. Jure

NOTED
C. E. PAULSEN

Signed E. J. Hall Res. Engr.

Address Box 543 Astoria

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.18	0.18			
Miles partially completed					
Miles completed	0.18	0.18			
Total estimated quantities (contract)	1,780 C.Y.	2,070 C.Y.			
Total quantities corrected to date	1,858 C.Y.	2,234 C.Y.			
Estimated quantities moved or placed to date	1,858 C.Y.	2,234 C.Y.			
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Rain		
Tuesday	Clear		
Wednesday	Clear		
Thursday	Clear		
Friday	Cloudy		
Saturday			

Oregon State Highway Department

Federal Aid Secondary
Project No. DS-213(20)

5209

NEHALEM RIVER BRIDGE (M. P. 58.16) SECTION OF THE NEHALEM HIGHWAY IN COLUMBIA COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 14, 1958

Type Code 3210
Roadway (Sta. 4+50 to Sta. 10+70) (Contract No. 5209)

Clearing and Grubbing	All	Required		$ 500.00
General Excavation, Unclassified	1,780	cu. yds.	$ 0.50	890.00
Finishing Roadbed and Slopes	0.18	mile	1,000.00	180.00
12-inch Concrete Pipe	20	lin. ft.	5.00	100.00
Metal Guard Rail	220	lin. ft.	4.00	880.00
Quarry-run Rock Base	1,860	cu. yds.	3.00	5,580.00
Hauling and Placing 3/4" - 0 Material in Base	310	cu. yds.	3.00	930.00
Sprinkling	44	M-gals.	4.00	176.00
				$ 9,236.00
Flagging (57½% of Contractor's cost)	All	Required		200.00
Oil Mat Surfacing (S. F.)				1,700.00
		Subtotal		11,136.00
		10% Engr. & Cont.		1,113.60
		Total		$12,249.60

Type Code X021
Nehalem River Bridge (M.P.58.16)(Sta. 10+78 to Sta. 13+60)(Contract No. 5209)

Construct Detour Bridge	All	Required		$ 4,000.00
Removal of Old Bridge	All	Required		3,000.00
Shoring, Cribbing, etc.	All	Required		1,000.00
Structural Excavation	175	cu. yds.	$ 15.00	2,625.00
Excavation Below Elevation Shown	15	cu. yds.	20.00	300.00
Furnishing Steel Piling	280	lin. ft.	5.00	1,400.00
Drive Steel Piles	8	only	100.00	800.00
Class "A" Concrete	394	cu. yds.	71.00	27,974.00
Metal Reinforcement	89,500	lbs.	0.125	11,187.50
8-inch Metal Drain Pipe	50	lin. ft.	4.00	200.00
		Subtotal		$52,486.50
		10% Engr. & Cont.		5,248.65
		Total		$57,735.15

Length of Roadway	0.178 Mile
Length of Structure	0.034 Mile
Total Length	0.212 Mile
Cost of Roadway Per Mile	$68,817.97

SUMMARY OF FUNDS

Description	Total Cost	Federal "DS" Funds	Federal "LS" Funds	State Funds
Roadway	$12,249.60	$ 9,100.00	$ 1,900.00	$1,249.60
Structure	57,735.15	43,000.00	9,000.00	5,735.15
	$69,984.75	$52,100.00	$10,900.00	$6,984.75

State Funds For Const.: Chap 175, laws 1917; Chap 31, laws 1920; Chap 529, laws 1939.

State Funds For Maint.: Chap 529, laws 1939.

FORM E-125 5M

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUL 15 1958
FOR FILING

X8-212 (20)

July 14, 1958

Babler Bros.,Inc.
4617 S.E. Milwaukie Ave.
Portland 2, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5209, awarded June 19, 1958, for Structure, Grading & Stone Base on Nehalem River Bridge Section of Nehalem Highway in Columbia County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 24 1958
FOR FILING

[illegible]

[illegible]

June 23, 1958

Babler Brothers, Inc.
4617 S. E. Milwaukie Ave.
Portland, Oregon

Gentlemen:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5209 for reinf. conc. struct., highway roadbed and stone base on the Nehalem River Bridge Section of the Nehalem Highway in Columbia County.

This award was based on your bid of $61,722.50 which was the low bid submitted to the Commission on May 29, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED

AGENDA
JUN 19 1958
~~4-a-5~~

4-a-5

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 10, 1958

SUBJECT: Survey Approval Map
Nehalem River Bridges
M.P. 58.16 and M.P. 62.23
Nehalem Highway

To:

Mr. Forrest Cooper
Deputy State Highway Engineer
Office

Non Thruway
None

Attached are eight prints of the above named survey approval map for submission to the Commission.

Bids have been called for at the last letting for the structure at M.P. 58.16. This project was brought ahead on the last schedule, so submission to the Commission had not been made prior.

Tom Edwards
Construction Engineer

By D J Barbee

D. J. Barbee
Assistant Construction Engineer

DJB:fp

Attachment

NOTED
FORREST COOPER

RECEIVED
ENGINEER

FORM 2-133X

COMMISSIONERS
CHAS. H. REYNOLDS, CHAIRMAN
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
H. B. GLAISYER, SECRETARY
SALEM

RECEIVED
MAY 21 1958
FOR FILING
PS-2136
5209

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

May 20, 1958

West Coast Telephone Company
315 Cedar Street
Beaverton, Oregon

Re: West Coast Telephone Company
Telephone Line Adjustment
Nehalem River Bridge
(M.P. 58.16) Section
Nehalem Highway
Columbia County

Gentlemen:

Bids on the above titled project will be received on May 29, 1958, and it appears that some of your facilities must be adjusted in order to accommodate the highway construction. It is requested that you proceed with the work as soon as reasonably may be possible.

This adjustment involves the location of an existing line along the easterly side of the highway between Highway Engineer's Stations 7 and 14.

The existing line is on state highway right of way under the terms of Permit No. 695, dated July 15, 1935, so that it will be your obligation to make the adjustment without reimbursement.

Further details may be secured from Mr. E. J. Hall, Box 543, Astoria, who is resident engineer on the project.

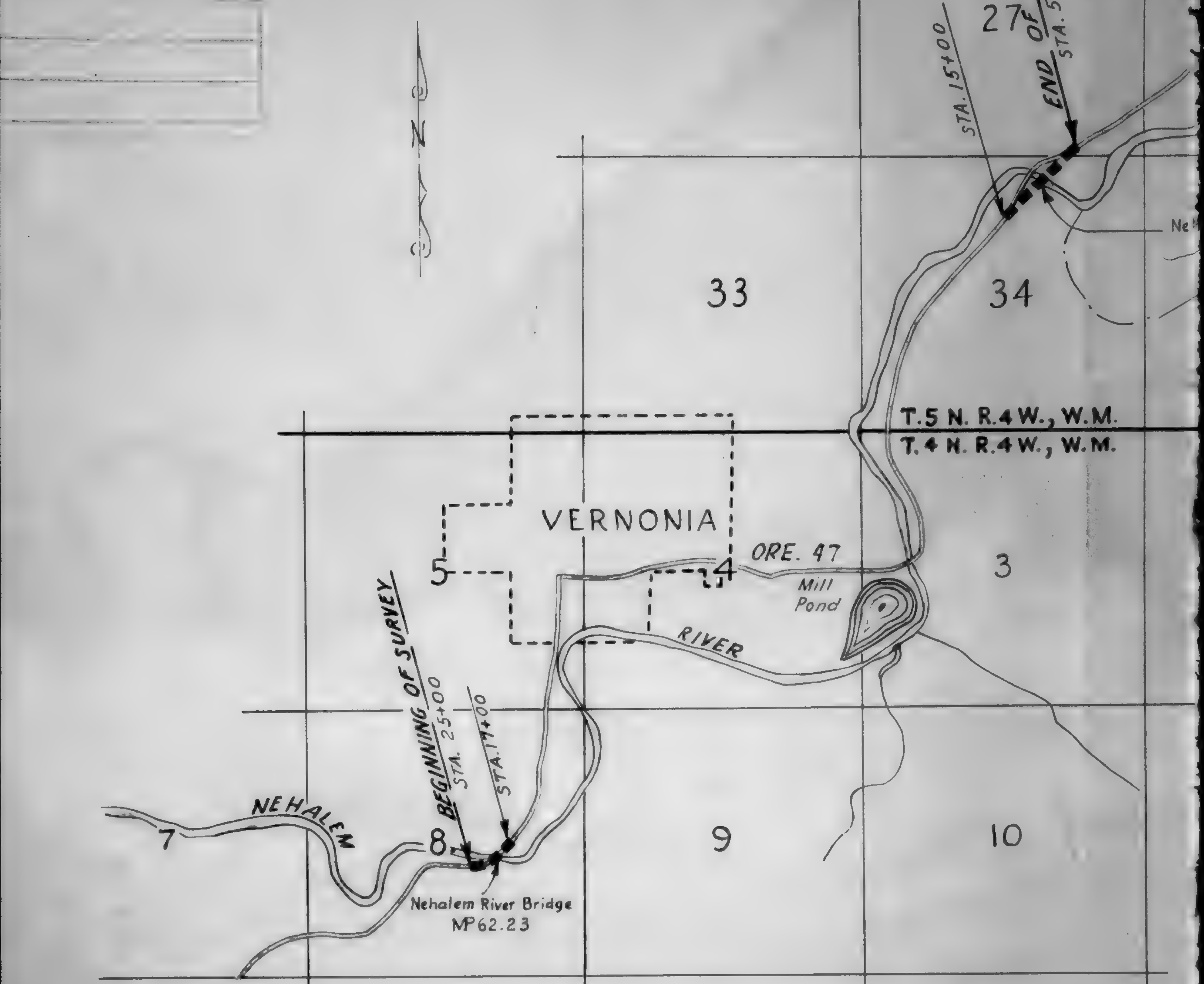
Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. J. D. Walker
Mr. E. J. Hall
Mr. F. W. Farrar

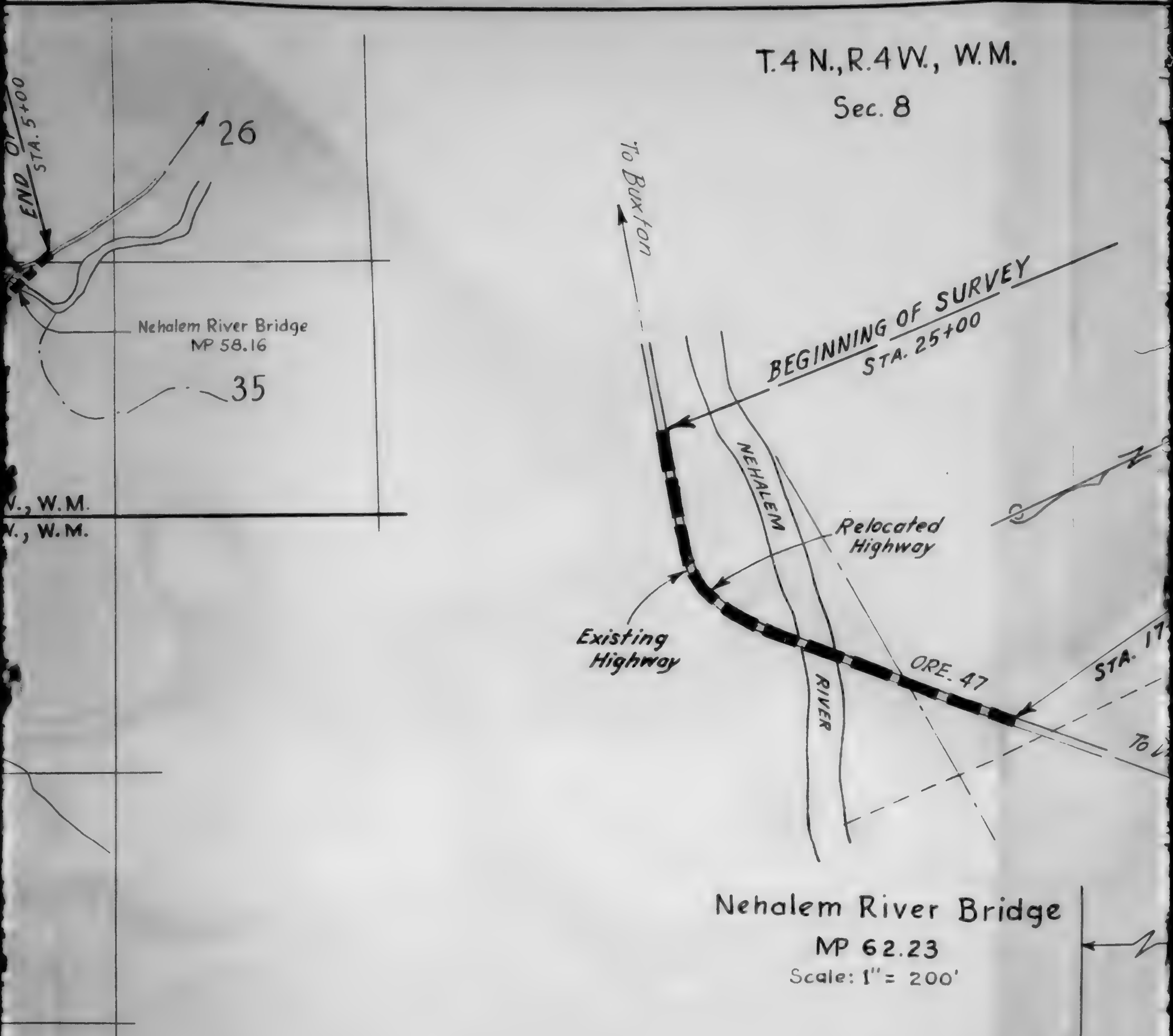
RECEIVED
[illegible] 1958
OFFICE OF
[illegible] ENGINEER

RECEIVED
JUN 24 1958
FOR FILING



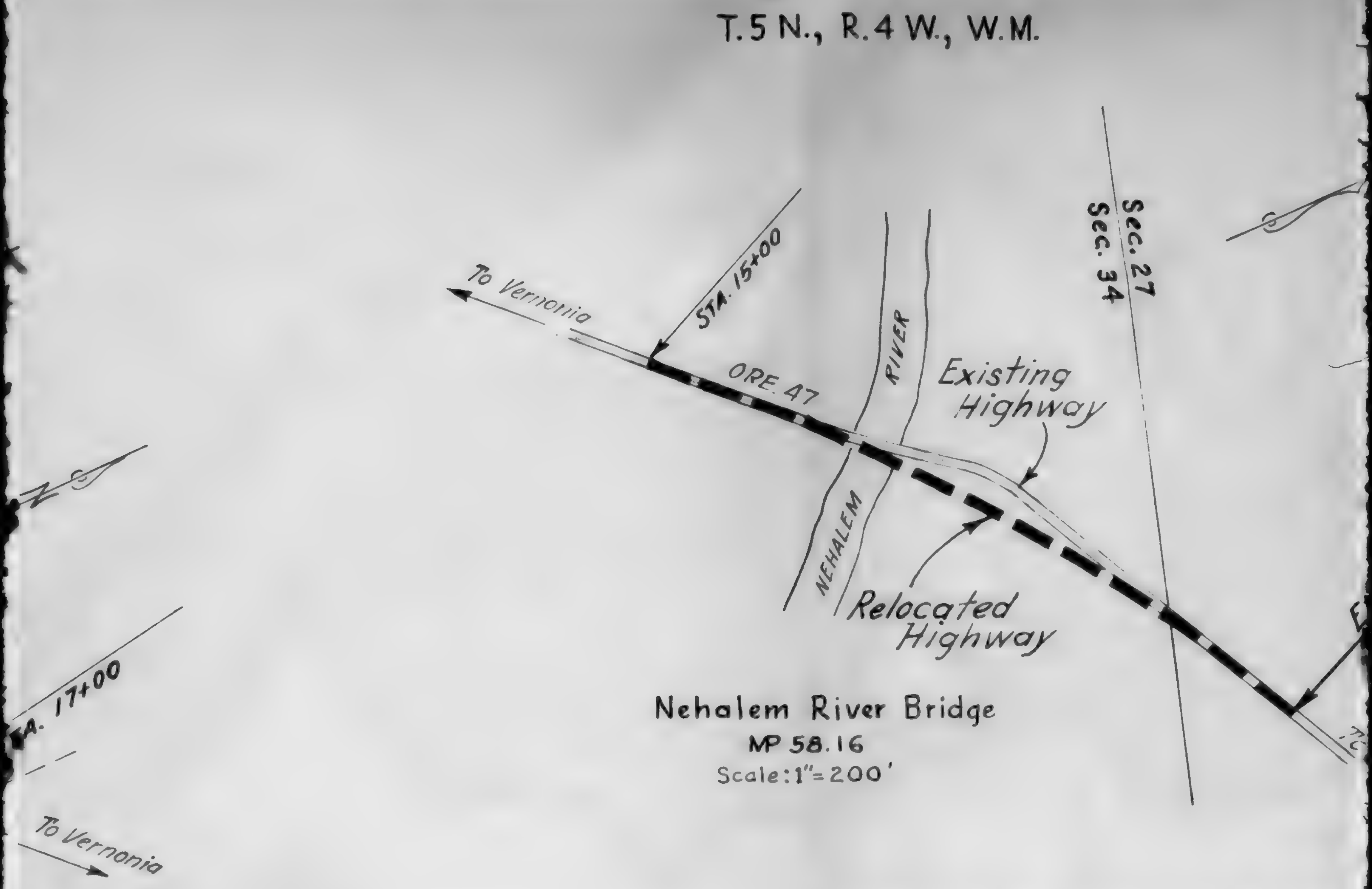
Sketch

Scale: 2" = 1 Mile



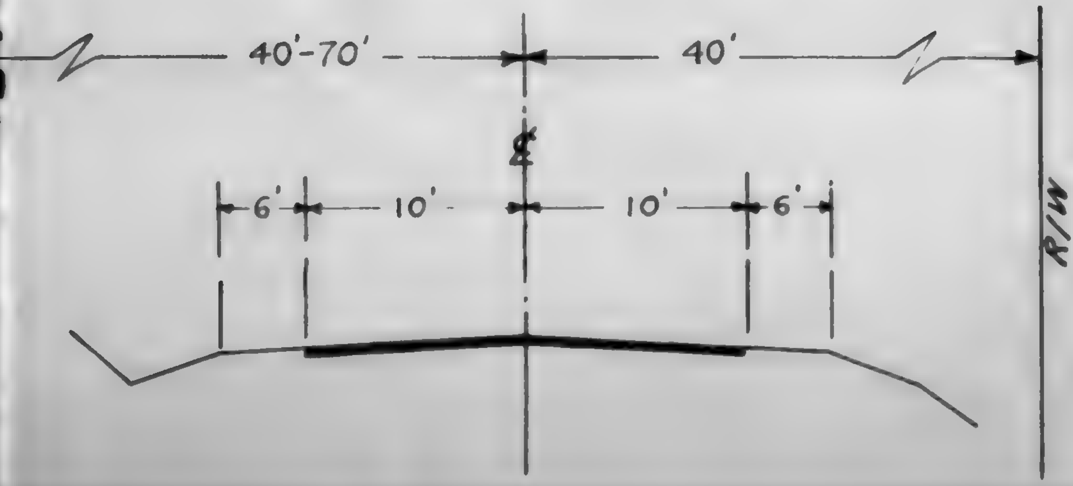
Nehalem River Bridge
MP 62.23
Scale: 1" = 200'

APPROVED
DEPUTY STATE HIGHWAY ENGINEER
Date June 27, 1958



Nehalem River Bridge
MP 58.16
Scale: 1" = 200'

TYPICAL SECTION



OREGON STATE HIGHWAY DEPAR

Survey Approval Map

NEHALEM RIVER BRID

NEHALEM HIGHWAY

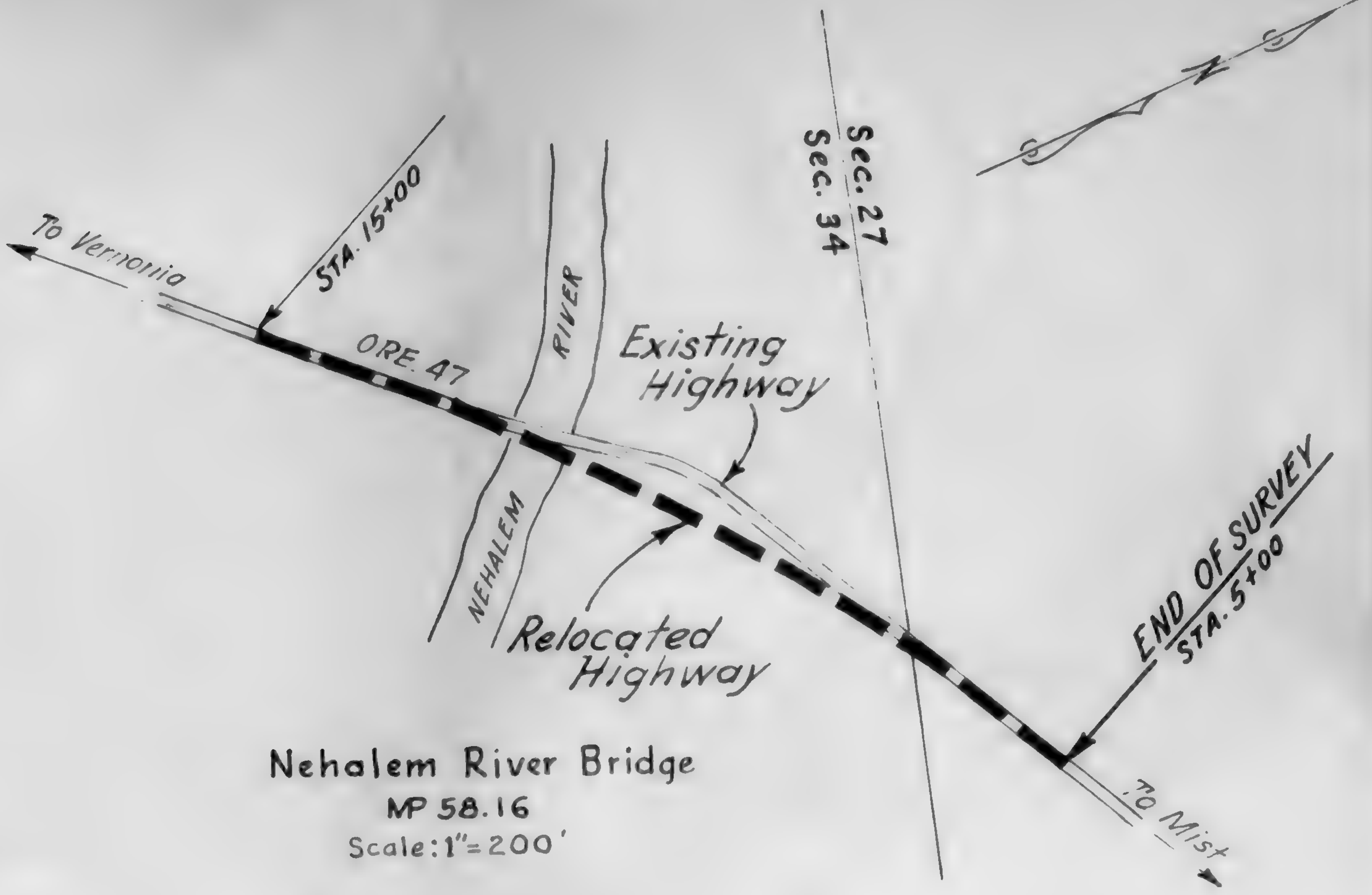
COLUMBIA COUNTY

Scale: 1" = 200'　May,

DRG. NO. 10C-32-7

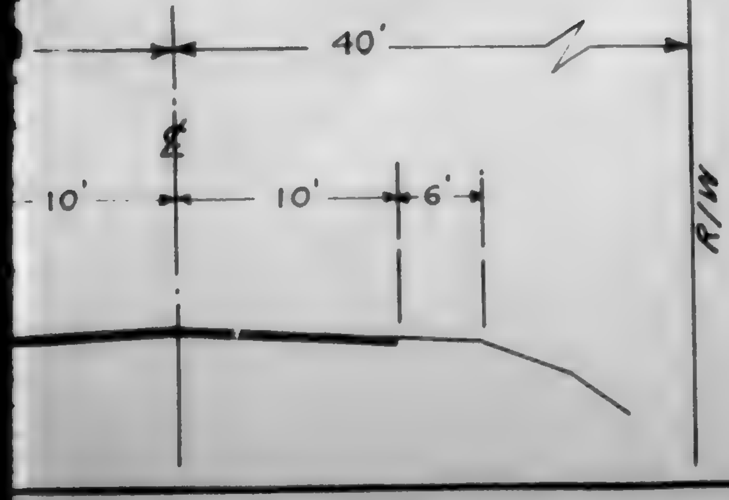
For details see Drg. No. 1R-5-186, Oct. 1951 & 10C

T.5 N., R.4 W., W.M.



Nehalem River Bridge
MP 58.16
Scale: 1" = 200'

ICAL SECTION



OREGON STATE HIGHWAY DEPARTMENT

Survey Approval Map

NEHALEM RIVER BRIDGES

NEHALEM HIGHWAY

COLUMBIA COUNTY

Scale: 1" = 200'   May, 1958

DRG. NO. 10C-32-7

For details see Drg. No. 1R-5-186, Oct. 1951 & 10C-32-5, May, 1958

file

FOR FILING

[illegible]

May 13, 1958

DS-213(20)

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon DS-213(20)
Nehalem River Bridge on the
Nehalem Secondary Highway

Dear Sir:

Reference is made to your May 9, 1958 letter in connection with the above project, requesting permission to use 310 cu. yds. of State-furnished crushed rock for top course base on the bridge approaches.

Since the material is to be furnished on a non-participating basis without cost to the contractor and as the quantity involved is too small to warrant a crusher set-up, we will approve use of the material as requested.

Approval is with the understanding that the material meets standard specifications.

Very truly yours,

C. G. Polk
Division Engineer

By:

E. H. Cowan
Acting Division Engineer

Orig to Edwards

RECEIVED
MAY 9 1958
FOR FILING

May 9, 1958

DS-213(20)

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

May we have your approval of our specifying that the successful bidders for the Nehalem River Bridge Project, FAP DS-213(20), will be permitted to obtain crushed rock for the top course of a rock base to be constructed on the bridge approaches, from a state-owned stockpile seven miles from the bridge site. The quantity involved is about 310 cu. yds.

Justification is that the quantity involved is too small to warrant a crusher-plant set-up and the haul distance from commercial sources (minimum 28 miles) is too great to be considered when the state-owned material is available with a haul of only seven miles.

It is proposed to furnish the materials on a nonparticipating basis and without charge to the contractor.

An O-11 wearing surface is to be placed on the rock base by state forces at such time as a state oiling crew is in the vicinity.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

SHP:bb

RECEIVED
MAR 10 1958
FOR FILING

Salem, Oregon
March 10, 1958

Nehalem River bridges

Mr. Ivan D. Merchant

We have abandoned any plan to divert the money set up for the Nehalem River bridges near Vernonia to the Tillamook River project. You can proceed with the Nehalem River bridges' designs - one structure to be financed from 1960 money available in December of this year and one for the succeeding year, selecting the bridge for this year which is most in need of replacement.

G. S. Paxson

GSP:gm

106-4223 Isthmus Slough Bridge 1958

5210

RECEIVED
NOV 13 1958

FOR FILING
106-4223
521

file

OREGON STATE HIGHWAY DEPARTMENT
(date)

November 10, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5210	2 Final	Tom Lillebo Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
25605	H227569	$ 8,619.95	11-10-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 90 workdays from 7-3-58

Time Extensions: none

Completion Date: 9-17-58

Date Accepted: 10-23-58

Penalties: none

Claims: none

Remarks:

Date: 11-10-58

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~XXXXXXXXXXXX~~
Secretary
Floyd Query

Warrant Mailed: NOV 10 1958
GRW

NOTED ON CARD
em

9

RECEIVED
OCT 28 1958
FOR FILING

5210

Oct. 28, 1958

CERTIFIED MAIL

Federal Insurance Company
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5210 for Isthmus Slough Bridge Pier Fender Repairs in Coos County was completed by the contractor, Tom Lillebo Construction Company, on Sept. 17, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $8,619.95 will be released to the contractor on or after November 7, 1958. The total contract amount is $15,570.20, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD
em

FORM E-129 5M 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUL 9 - 1958
FOR FILING

106 4223

5210

July 8, 1958

Tom Lillebo Construction Company
Box 365
Reedsport, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5210, awarded June 19, 1958, for Pier Fender Repairs on Isthmus Slough Bridge on Coos River Highway in Coos County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 24 1958
FOR FILING

June 23, 1958

Tom Lillebo Construction Company
Box 365
Reedsport, Oregon

Gentlemen:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5210 for bridge construction on the Isthmus Slough Bridge on the Coos River Highway in Coos County.

This award was based on your bid of $14,024.50 which was the low bid submitted to the Commission on May 29, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Marchant

DS-260(5) Middle Unit, Hamilton-Long 1958
Cr. Sec.

5211

W. C. Williams A

RECEIVED 1959 FOR FILING

W. C. WILLIA

October 29, 1959

Middle Unit, Hamilton-Long Creek
Contract No. 5211

FINAL COST ANALYSIS
Grading and Oiling
Contractor: C.C. Meisel
Resident Engineer: Thomas Bradd

Kimberly-Long Creek Hwy.
Prefix #112-1032
Project #DS-260(5)

Item 5211	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**Clearing & Grubbing	100%	All	7,000.00		3,956.61	7,000.00
**Drainage Excavation	419.59	Cu.Yd.	2.50	3.25	1,363.41	1,048.98
**General Excavation	90,674.8	Cu.Yd.	0.42	0.61	55,102.41	38,083.42
**Short Overhaul	90,781	Yd.Sta.	0.02	0.014	1,360.28	1,975.62
**Long Overhaul	500.8	C-Yd.Sta.	0.40	0.28	140.05	200.32
**Finish Roadbed & Slopes	5.88	Mile	400.00	389.34	2,289.35	2,352.00
**Rounding Cutbanks	4,660	Lin.Ft.	0.20	0.19	890.80	932.00
**12" Corr. Metal Pipe	320	Lin.Ft.	3.15	2.94	939.54	1,008.00
**18" Corr. Metal Pipe	708	Lin.Ft.	4.50	4.45	3,148.70	3,186.00
**24" Corr. Metal Pipe	200	Lin.Ft.	7.00	6.76	1,352.00	1,400.00
**30" Corr. Metal Pipe	210	Lin.Ft.	8.00	7.60	1,596.07	1,680.00
**42" Corr. Metal Pipe	188	Lin.Ft.	15.00	12.78	2,401.96	2,820.00
**48" Corr. Metal Pipe	76	Lin.Ft.	17.00	15.18	1,153.34	1,292.00
**Salvaging Culvert Pipe	170	Lin.Ft.	2.00	1.23	209.75	340.00
*Coarse Cr.Mat'l in Base	67,712.19	Ton	1.45	1.30	88,032.70	98,182.68
*3/4"-0 Cr.Mat'l in Base	11,099.225	Ton	1.60	1.36	15,074.16	17,758.76
*Sprinkling	2,494.3	M-Gal.	2.50	2.17	5,414.23	6,235.75
*Preparation of Base	5.88	Mile	200.00	161.56	949.96	1,176.00
*3/4"-0 Mat'l in Binder	1,239.66	Ton	2.35	2.01	2,496.23	2,913.20
*Furnish & Place Aggregate	4,355.545	Ton	2.50	2.13	9,262.76	10,888.86
*MC-2 Asphalt	115.09	Ton	52.00	46.16	5,312.13	5,984.68
*120-150 Asphalt	242.84	Ton	50.00	43.52	10,567.34	12,142/00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*RS-1 Asphalt	73.86	Ton	50.00	45.13	3, 333.10	3, 693.00
*PA#1 3/4"-0 Cr. Rock in S.P.	695.58	Cu. Yd.	1.50	1.38	959.90	1, 043.37
*PA#1 1/2"-1/4" Cr. Rock in S.P.	1, 246.17	Cu. Yd.	1.50	1.38	1, 719.71	1, 869.26
*PA#1 1/4"-#10 Cr. Rock in S.P.	125.25	Cu. Yd.	1.50	1.38	172.85	187.88
*Force Account					265.64	265.64
					$219, 464.98	$225, 659.42

	Gross Revenue	Total Cost	Profit	Loss	Net Profit	% Profit	% Loss	Total % Profit
*C. C. Meisel	162, 341.08	143, 560.71	18, 780.37			11.6%		
**G. D. Dennis & Sons	63, 318.34	75, 904.27		12, 585.93			19.8%	
	225, 659.42	219, 464.98	18, 780.37	12, 585.93	6, 194.44	11.6%	19.8%	2.7%

Net Profit equals 2.7% of Gross Revenue

DETAIL OF COST - Contract No. 5211

G.D. DENNIS

Labor:				
Labor			$ 27,845.88	
Labor Insurance			2,227.67	
Health & Welfare			553,90	$ 30,627.45
Materials:				
12" Corr. Metal Pipe	320 Lin. Ft.	@ $2.13	681.60	
12" Corr. Metal Bands	14 Each	@ $2.13	29.82	
18" Corr. Metal Pipe	708 Lin. Ft.	@ $2.97	2,102.76	
18" Corr. Metal Bands	30 Each	@ $2.97	89.10	
24" Corr. Metal Pipe	210 Lin. Ft.	@ $4.65	976.50	
24" Corr. Metal Bands	7 Each	@ $4.65	32.55	
30" Corr. Metal Pipe	210 Lin. Ft.	@ $5.68	1,192.80	
30" Corr. Metal Bands	7 Each	@ $5.68	39.76	
42" Corr. Metal Pipe	188 Lin. Ft.	@ $10.76	2,022.88	
42" Corr. Metal Bands	7 Each	@ $10.76	75.32	
48" Corr. Metal Pipe	76 Lin. Ft.	@ $12.80	972.80	
48" Corr. Metal Bands	3 Each	@ $14.76	44.28	8,260.17
Equipment Rentals and Miscellaneous Supplies:				
Equipment Rental			25,551.25	
Gas, Oil, and Grease			3,360.03	
Bond			369.69	
P.U.C.			225.50	
P.L. and P.D. Insurance			348.07	
Small Tools and Misc. Supplies			616.15	
Freight and Cartage			1,187.72	
Explosives			3,509.79	
Home Office and General Overhead			1,848.45	37,016.65
			TOTAL COST	$ 75,904.27

DETAIL OF COST - Contract No. 5211

C.C. MEISEL

Labor:				
Labor			$ 38,909.48	
Labor Insurance			2,918.21	
Health and Welfare			1,167.28	$ 42,994.97
Materials:				
MC-2 Asphalt	115.09 Tons	@ $34.25	3,941.83	
120-150 Asphalt	242.84 Tons	@ $32.00	7,770.88	
RS-1 Asphalt	73.86 Tons	@ $31.80	2,348.75	
Freight on Asphalt	431.79 Tons	@ $7.20	3,108.89	17,170.35
Equipment Rentals and Miscellaneous Supplies:				
Equipment Rental, Owned			40,758.90	
Equipment Rental, Hired			17,215.15	
Gas, Oil, and Grease			8,057.21	
Bond			1,314.49	
P.U.C.			365.91	
P.L. and P.D. Insurance			486.37	
Small Tools and Misc. Supplies			495.50	
Freight and Cartage			1,550.95	
Explosives			8,282.50	
Home Office and General Overhead			4,868.41	83,395.39
		TOTAL COST		$ 143,560.71

Remarks - Contract No. 5211

This was a "Federal Aid Secondary Project" calling for the grading and oiling of 5.88 miles of highway roadbed on the Middle Unit, Hamilton-Long Creek Section of the Kimberly-Long Creek Highway in Grant County.

The contract was bid May 29, 1958, awarded June 19, 1958. Work started June 16, 1958 and the project was completed June 23, 1959.

G.D. Dennis, grading contractors, subcontracted the items from 1 - 14 inclusive at the bid prices. They moved in two D-8 cats with dozers on June 16th and started clearing and installing culvert pipe. The excavation was started on July 7, 1958 with two D-8 cats with scrapers, one D-8 cat with ripper, and one D-7 cat with dozer. Very little material was moved by the cat and scraper method. The ripping method did not prove to be very effective as the material was rock and very hard to rip. A drilling crew was moved onto the project and started drilling and blasting. The material that was blasted could not be moved by the cat and scraper method so a shovel and trucks were moved to the project to complete the excavation. The subcontractor suffered a loss on the excavation due to the low bid price and more rock than he had anticipated.

The contractor moved in his drilling crew and equipment to the specified quarry site located adjacent to the highway at Sta. 1617 and started stripping the quarry site. The quarry was drilled and shot and the crushing plant moved in and set up. The contractor started the crushing operation on September 2, 1958. A total of 86,696 tons of rock was crushed in approximately 600 hours for an average of 144 tons per hour which was good production. The crushed base and 3/4-0" rock was hauled with hired trucks and processed with the contractors equipment.

The contractor moved in his oiling equipment May 25, 1959 and started oiling June 11, completing the project June 23, 1959.

The contractor had good bid prices, with the exception of the excavation, good equipment and supervision realizing a fair profit on the overall project. The subcontractor suffered a loss on the excavation.

M.N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
NOV - 3 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
OCT - 5 1959
FOR FILING

A

OREGON STATE HIGHWAY DEPARTMENT
(date)

September 30, 1959

DS 260 (5)			
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5211	9 Final	C. C. Meisel	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23912	54925	$ 6,694.15	9/30/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **75 workdays from June 30, 1958**

Time Extensions: **None of record**

Completion Date: **June 23, 1959**

Date Accepted: **July 2, 1959**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **October 1, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: OCT 1 1959

NOTED ON CARD
L C

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RECEIVED
[illegible] 1959

FOR FILING

September 15, 1959

Standard Accident Insurance Co.,
Detroit 32
Michigan

Gentlemen:

State Highway contract #5211 for grading-oiling the Middle Unit of Hamilton-Long Creek Section on the Kimberly-Long Creek Secondary Highway in Grant County was completed by the contractor, C. C. Meisel, on June 23, 1959, and was formally accepted by the Highway Commission on July 2, 1959.

Final payment in the amount of $6,694.15 will be released to the contractor on or after September 25, 1959. The total contract amount is $225,659.42, of which amount $265.64 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Standard Accident Insurance Co.,
Robert P. Dawson, Agent
620 Portland Trust Bldg.,
Portland, Oregon

RECEIVED
JUL 22 1959

July 21, 1959

Standard Accident Insurance Company
Detroit 32
Michigan

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to C. C. Meisel on contract #5211, for grading-oiling the Middle Unit of Hamilton-Long Creek Section of the Kimberly-Long Creek Secondary Highway in Grant County.

This payment, in the amount of $47,568.77 will be released to contractor on or after July 31, 1959. The retained percentage is $6,772.12.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Standard Accident Insurance Company
Robert P. Dawson
620 Portland Trust Bldg.,
Portland, Oregon

RECEIVED
JUN 29 1959
FOR FILING

June 29, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 23, 1959, on Contract No. 5211, Middle Unit, Hamilton-Long Creek Section, in Grant County, in connection with Federal Aid Project No. D3-260(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

J. A. Hardie
Assistant Office Engineer

DBP:br

cc: Clarence G. Swanson

A

Form E-1—(Rev.)—10M—2-50

Rd-260(5)

5211

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 26, 1959

Section Middle Unit- Hamilton-Long Creek

Highway Kimberly-Long Creek County Grant

Contractor C.C.Meisel

Date of contract June 19, 1958

Date work started June 16, 1958

Project authorization $ 252,909.00

Exclusive of engineering $ 234,924.64

Kind of work Grading and Oiling

Section prefix 112-1032

Contract number 5211

Specified work days 75

Work days used 70

Per cent of time elapsed 93.3 %

Estimated cost of completed project, exclusive of engineering $ 222,621.24

Estimated per cent overrun or underrun -1.0 %

Per cent of contract completed, based on estimated cost 100 %

Engineering authorization $ 17,984.64

Engineering cost to date $ 20,669.39, 114.9 %

Date project was completed June 23,1959, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

This project was completed on tuesday of this week.Monday and tuesday was spent on brooming and rolling the roadbed ,also the shoulders were dressed up and rolled. The blade also worked on the Quarry site, smoothing it up. All of the cleanup work was completed tuesday.Contractor moving his equipment to Post, where he was to place the final seal on a project there.

All the excess material at the quarry site was remeasured thid week. The Semi-Final estimate will be completed next week.

CONSTRUCTION DIVISION
RECEIVED
JUN 29 1959
NOTED-- ☐ CE ☑ ACE ☐ ACE ☐ ☑ COE

Noted
M. N. Juve

NOTED

C. E. PAULSEN

Signed Thomas [illegible]

Address LaGrande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.88	5.88		5.88	
Miles partially completed	5.88	5.88		5.88	
Miles completed	5.88	5.88		5.88	
Total estimated quantities (contract)	102,500 CY	76,400 Tons		5,240 Tons Aggr 470 Tons Oil	
Total quantities corrected to date	90,674.8	78,811.42 Tons		5595.21 Tons Aggr 431.79 Tons Oil	
Estimated quantities moved or placed to date	90,674.8	78,811.42 Tons		5595.21 Tons Aggr. 431.79 Tons Oil	
Average daily quantities	Completed	Completed		Completed	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week		[illegible]		5	

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels 1, Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	Warm		
Wednesday			
Thursday			
Friday			
Saturday			

Oregon State Highway Department

Federal Aid Secondary
Project No. DS-260(5)

5211

MIDDLE UNIT, HAMILTON-LONG CREEK SECTION OF THE KIMBERLY-LONG CREEK HIGHWAY IN GRANT COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 14, 1958

Type Code 5231
Roadway (Sta. 1431+50 to Sta. 1742+00)(Contract No. 5211)

Clearing and Grubbing	All	Required		$ 7,000.00
Drainage Excavation, Unclassified	490	cu. yds.	$ 2.50	1,225.00
General Excavation, Unclassified	102,500	cu. yds.	0.42	43,050.00
Short Overhaul	111,000	yd. stas.	0.02	2,220.00
Long Overhaul	290	C-yd. stas.	0.40	116.00
Finishing Roadbed and Slopes	5.88	miles	400.00	2,352.00
Rounding Cutbanks	3,500	lin. ft.	0.20	700.00
12-inch Corrugated Metal Pipe	300	lin. ft.	3.15	945.00
18-inch Corrugated Metal Pipe	830	lin. ft.	4.50	3,735.00
24-inch Corrugated Metal Pipe	110	lin. ft.	7.00	770.00
30-inch Corrugated Metal Pipe	170	lin. ft.	8.00	1,360.00
42-inch Corrugated Metal Pipe	180	lin. ft.	15.00	2,700.00
48-inch Corrugated Metal Pipe	80	lin. ft.	17.00	1,360.00
78-inch Corrugated Metal Pipe	60	lin. ft.	45.00	2,700.00
Salvaging Culvert Pipe	180	lin. ft.	2.00	360.00
Coarse Material in Base	65,900	tons	1.45	95,555.00
3/4" - 0 Crushed Material in Base	10,500	tons	1.60	16,800.00
Sprinkling	1,500	M-gals.	2.50	3,750.00
Preparation of Base	5.88	miles	200.00	1,176.00
3/4" - 0 Material in Binder Course	1,040	tons	2.35	2,444.00
Furnishing and Placing Aggregates	4,200	tons	2.50	10,500.00
MC-2 Asphalt	120	tons	52.00	6,240.00
120-150 Asphalt	270	tons	50.00	13,500.00
RS-1 Asphalt	80	tons	50.00	4,000.00
				$224,558.00
Flagging (57½% of Contractor's Cost)	All	Required		250.00
		Subtotal		$224,808.00
		10% Engr. & Cont.		22,480.80
		Total		$247,288.80

Length of Roadway 5.881 Miles
Cost of Roadway per Mile $42,048.76

Federal "DS" Funds	$184,400.00
Federal "LS" Funds	38,600.00
State Funds	24,288.80
	$247,288.80

State Funds For Const. Chap 175, laws 1917; Chap 31, laws 1920; Chap 529, laws 1939.

State Funds for Maint.: Chap 529, laws 1939.

RECEIVED
AUG 1 1958
FOR FILING

5211

FORM 8-120

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 31, 1958

Mr. C. C. Meisel
Box 206
McMinnville, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5211, awarded June 19, 1958, for grading and oiling the Middle Unit, Hamilton-Long Creek Section of the Kimberly-Long Creek Highway in Grant County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 24 1958
FOR FILING

June 23, 1958

C. C. Meisel
Box 206
McMinnville, Oregon

Dear Mr. Meisel:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5211 for grading and oiling on the Middle Unit, Hamilton-Long Creek section of the Kimberly-Long Creek Highway in Grant County.

This award was based on your bid of $224,558 which was the low bid submitted to the Commission on May 29, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

DU-190(19) Third St.-Green Springs 1958
Jct. Sec., Pacific Hwy.
#5212

RECEIVED
MAR [illegible] 1959
FOR FILING

5212

March 24, 1959

Mr. C. G. Polk, Division Engineer
U. S. Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Re: Completion - Erosion Control Work
Third St. - Green Springs Jct.
Pacific Highway
Contract No. 5212, F.A.P. No. DU-190(19)

Dear Sir:

The erosion control work authorized in the project authorization dated June 19, 1958, has been taken over by the City of Ashland. A sprinkler system has been installed by the City in this median and the local garden clubs are seeding it to grass. No work by the State is required.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Staff Engineer

Bc Mr. M. H. Astrup

Files

RECEIVED

FOR FILING

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)

February 18, 1959

(CONTRACT NO.) 5212 (EST. NO.) (CONTRACTOR)

5212 ~~5015~~ 7 Final M. C. Lininger & Sons

(VOUCHER NO.) (WARRANT NO.) (AMOUNT) (DATE)

3489 H236675 $3,139.48 2-18-59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 40 WORKDAYS FROM JUNE 30, 1958

Time Extensions: None

Completion Date: Aug. 25, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Feb. 18, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~[illegible]~~
Secretary

Warrant Mailed:

FEB 18 1959

NOTED ON CARD
em

A

RECEIVED
FEB 9 1959
FOR FILING
[illegible]
5212

Feb. 6, 1959

CERTIFIED MAIL

Maryland Casualty Co.
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Wash.

Gentlemen:

State Highway Contract No. 5212, for grading and paving on the 3rd St.-Green Springs Junction Section of the Pacific Highway in Jackson County was completed by the contractor, M. C. Lininger & Sons, on Dec. 8, 1958, but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $3,139.48 will be released to the contractor after acceptance by the Highway Commission. The total contract amount is $110,858.42, of which amount $337.47 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Maryland Casualty Co.
Baltimore 3
Maryland

NOTED ON CARD

RECEIVED
JAN 15 1959
FOR FILING

Jan. 14, 1959

CERTIFIED MAIL

Maryland Casualty Co.
Hansen & Rowland, Inc.
1300 Puget Sound Bank Bldg.
Tacoma, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to M. C. Lininger & Sons in connection with contract No. 5212, for grading and paving on the 3rd St.-Green Springs Junction Section of the Pacific Highway in Jackson County.

This payment, in the amount of $5,370.09, will be released to the contractor on or after Jan. 24, 1959. The retained percentage is $3,331.51.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Maryland Casualty Co.
Baltimore 3,
Maryland

NOTED ON CARD

A

RECEIVED
DEC 18 1958
FOR FILING

[illegible]

5212

December 16, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on December 8, 1958, on Contract No. 5212, 3rd Street-Green Springs Junction Section in Jackson County, in connection with Federal Aid Project No. UG-190(19).

Very truly yours,

W. C. Williams
State Highway Engineer

B By

Forrest Cooper
Deputy State Highway Engineer

CC: Mr. C. G. Swanson

DBP:lmw

RECEIVED
DEC 12 1958
FOR FILING

MU-193 (17)

5212

Dec. 12, 1958

M. C. Lininger & Sons
P. O. Box 1366
Medford, Oregon

Gentlemen:

The State Highway Commission at its meeting held on Dec. 11, 1958, had under discussion your request for 20 additional workdays' time within which to complete your Contract No. 5212, for grading and paving on the 3rd St.-Green Springs Junction Section of the Pacific Highway in Jackson County.

The Highway Commission granted 10 additional days' time within which to complete the contract, without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cc: Tom Edwards
F. D. Morgan
Jack McCormick

NOTED ON CARD

Form E-1-

A

OREGON STATE HIGHWAY DEPARTMENT

[illegible] (10)

5212

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 5 Dec 58, 19

Section 3rd St - Greensprings Junc

Kind of work grading, paving

Highway Pacific County Jackson

Section prefix 15-1061

Contractor M C Lininger & Sons

Contract number 5212

Date of contract 19 June 58, 19

Specified work days 70

Date work started 7 July 58, 19

Work days used 64

Project authorization $ 121,978.13

Exclusive of engineering $ 113,304.13

Per cent of time elapsed 91 %

Estimated cost of completed project, exclusive of engineering $ 113,304.13

Estimated per cent overrun or underrun 0 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 8674.00

Engineering cost to date $ 8700, 100.3 %

Date project was completed 5 Dec 58, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor paving, Sta 43 to 60; approaches and intersections completed on Friday morning.

Two men worked cleaning up project.

F D Morgan, Div Engr, J F Putnam, Asst Div Engr, V D Wolfe, Chief Locating Engr, Salem, in area Tuesday.

Went over project with Mr Beigle, Ashland City Manager, Friday.

Project completed.

FINAL REPORT.

CONSTRUCTION DIVISION
RECEIVED
DEC 8 1958
NOTED-- ☐ CE ☐ ACE ☐ ACE ☐ ☐ DCE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed Jack L. McCormick res engr

Address Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.11	1.11		1.11	1.11
Miles partially completed	1.11	1.11		1.11	1.11
Miles completed	1.11	1.11		1.11	1.11
Total estimated quantities (contract)	5,500	4,708		26 ton 160 cy	6,000
Total quantities corrected to date	5,180	5,460		16 ton 120 cy	6,195
Estimated quantities moved or placed to date	5,180	5,460		16 ton 120 cy	6,195
Average daily quantities	0	0		0	167
Average daily quantities necessary to complete project on time	0	0		0	0
Number shifts per day	~~0~~ 1	0		0	~~0~~ 1
Hours per shift	8	0		0	9
Average force on project for week	2	0		0	14

Men	14
Supervision	2
Men and trucks under 3 tons	2
Men and trucks over 3 tons	5
Men and tractors	

Equipment used during week: Shovels ...., Power graders 1, Rollers 2, Mixers ...., Crushing or screening plants .... tractor w/blade, loader 1

Compressors ...., Bulldozers ...., Compaction rollers ...., Barber-Greene paver 1; paving plant 1; ....

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	cloudy		
Monday	rain	6	rain - too wet to pave
Tuesday	fair		
Wednesday	fair		
Thursday	cloudy		
Friday	cloudy		
Saturday			

A

RECEIVED
NOV 21 1958
FOR FILING

November 21, 1958

Request for extension of time
No. 3
December 11 and 12 meeting

Oregon State Highway Commission

Gentlemen:

We have a request by the contractor on the 3rd Street-Green Springs Junction Section of the Pacific Highway, Contract No. 5232, for an increase in the number of workdays to complete the construction contract.

The contractor has given as his reason for requesting an increase of 20 workdays the fact that we increased the amount of work involved by lengthening the concrete median island in the city of Ashland from Garfield Street to Green Springs Junction, a distance of approximately 1,200 feet. This work involved a considerable volume of Class A Concrete, and, in addition to the work to be done, it was necessary that the contractor delay his operation for the construction of this addition until the City had lighting conduit and light pedestals in place for its illumination of this portion of the street.

It appears that the request by the contractor has merit; however, I believe that an extension of 10 days instead of the 20 days requested by the contractor is much more realistic for the work involved. I, therefore, recommend that the number of workdays on this job be increased from 70 days to 80 days.

Very truly yours,

W. C. Williams
State Highway Engineer

LHY:fp me

Encl.

cc Mr. Tom Edwards

RECEIVED
SEP 13 1958
FOR FILING

DU-190(19)

5212

September 11, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering State share of flagging costs on the Third St.-Green Springs Junction Section of the Pacific Highway in Jackson County, Contract No. 5212, in connection with Federal Aid Project No. DU-190(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

DBP:bb

Encl.

Oregon State Highway Department

Federal Aid
Project No. DU-190(19)

3rd STREET-GREEN SPRINGS JUNCTION SECTION
OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

5212

Salem, Oregon ~~August 14,~~ 1958

Type Code 6201
Roadway (Sta. 1+38 to Sta. 60+00)(Contract No. 5212)

Removal of Curbs	13,000	lin. ft.	$ .20	$2,600.00
Removal of Curbs and Gutters	60	lin. ft.	.30	18.00
Removal of Inlets	6	only	15.00	90.00
Removal of Misc. Concrete and Masonry	2	cu. yds.	30.00	60.00
Drainage Excavation, Unclassified	420	cu. yds.	2.75	1,155.00
General Excavation, Unclassified	5,500	cu. yds.	1.25	6,875.00
Finishing Roadbed and Slopes	1.11	miles	1,000.00	1,110.00
8-inch Sewer Pipe	1,040	lin. ft.	1.70	1,768.00
10-inch Sewer Pipe	290	lin. ft.	1.80	522.00
12-inch Sewer Pipe	700	lin. ft.	2.00	1,400.00
18-inch Sewer Pipe	90	lin. ft.	3.00	270.00
Extra for Pipe Under Pavement	800	lin. ft.	2.50	2,000.00
Concrete Inlets, Type "G"	18	only	100.00	1,800.00
Concrete Inlets, Type "CG"	2	only	125.00	250.00
Concrete Manholes	8	only	230.00	1,840.00
Adjustment of Manholes	10	only	35.00	350.00
Adjustment of Water Valve Boxes	48	only	10.00	480.00
Adjustment of Lampholes	2	only	10.00	20.00
Concrete Curbs	390	cu. yds.	45.00	17,550.00
Concrete Curbs and Gutters	130	cu. yds.	40.00	5,200.00
Course Crushed Material in Base	4,300	cu. yds.	2.50	10,750.00
3/4" - 0 Material in Base	870	cu. yds.	2.60	2,262.00
Sprinkling	150	M-gals.	3.00	450.00
Preparation of Base	1.11	miles	500.00	555.00
3/4" - 0 Material in Binder Course	160	cu. yds.	4.00	640.00
MC-3 Asphalt	26	tons	60.00	1,560.00
Class "B" Asphaltic Concrete	6,000	tons	7.25	43,500.00
RS-1 Asphalt in Tack Coat	4	tons	75.00	300.00
Extra for Asphaltic Concrete Approaches	34	tons	25.00	850.00
Asphaltic Concrete Traffic Markers	900	lin. ft.	1.00	900.00
				$107,125.00
Flagging(57½% of Contractors Cost)	All Required			1,000.00
Seeding and Mulching	All Required			300.00
	Subtotal			$108,425.00
	10% Engr. & Cont.			10,842.50
	Total			$119,267.50

Length of Roadway	1.110 miles
Cost of Roadway per mile	$107,448.20

Federal "DU" Funds	$ 88,900.00
Federal "LU" Funds	18,700.00
State Funds	11,667.50
	$119,267.50

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939.

State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project DU-190(19)

3RD STREET-GREEN SPRINGS JUNCTION SECTION OF THE PACIFIC HIGHWAY IN JACKSON COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon May 13, 1958

Type Code 6201
Roadway (Sta. 1+38 to Sta. 60+00)

Removal of Curbs	13,000	lin. ft.	.35	$ 4,550.00
Removal of Curbs and Gutters	60	lin. ft.	.50	30.00
Removal of Inlets	6	only	15.00	90.00
Removal of Misc. Concrete and Masonry	2	cu. yds.	25.00	50.00
Drainage Excavation, Unclassified	420	cu. yds.	3.00	1,260.00
General Excavation, Unclassified	5,500	cu. yds.	.75	4,125.00
Finishing Roadbed and Slopes	1.11	miles	1,000.00	1,110.00
8-inch Sewer Pipe	1,040	lin. ft.	1.75	1,820.00
10-inch Sewer Pipe	290	lin.ft.	2.00	580.00
12-inch Sewer Pipe	700	lin. ft.	2.50	1,750.00
18-inch Sewer Pipe	90	lin. ft.	3.75	337.50
Extra for Pipe Under Pavement	800	lin. ft.	3.00	2,400.00
Concrete Inlets, Type "G"	18	only	50.00	900.00
Concrete Inlets, Type "CG"	2	only	60.00	120.00
Concrete Manholes	8	only	275.00	2,200.00
Adjustment of Manholes	10	only	50.00	500.00
Adjustment of Water Valve Boxes	48	only	10.00	480.00
Adjustment of Lampholes	2	only	10.00	20.00
Concrete Curbs	390	cu. yds.	45.00	17,550.00
Concrete Curbs and Gutters	130	cu. yds.	45.00	5,850.00
Coarse Crushed Material in Base	4,300	cu. yds.	2.30	9,890.00
3/4" - 0 Material in Base	870	cu. yds.	2.45	2,131.50
Sprinkling	150	M-gal.	3.00	450.00
Preparation of Base	1.11	miles	250.00	277.50
3/4" - 0 Material in Binder Course	160	cu. yds.	3.50	560.00
RC-3 Asphalt	26	tons	55.00	1,430.00
Class "B" Asphaltic Concrete	6,000	tons	7.25	43,500.00
RS-1 Asphalt in Tack Coat	4	tons	60.00	240.00
Extra for Asphaltic Concrete Approaches	34	tons	30.00	1,020.00
Asphaltic Concrete Traffic Markers	900	lin. ft.	1.00	900.00
				$106,121.50
Flagging (57½% of Contractors Cost)	All Required			1,000.00
Seeding & Mulching	All Required			100.00
	Subtotal			$107,221.50

10% Engr. & Cont.	$ 10,722.15
Total	$117,943.65

Length of Roadway. . . . . 1.110 miles
Cost of Roadway Per mile $106,255.54

Federal "DU" Funds	$ 87,000.00
Federal "LU" Funds	19,000.00
State Funds	11,943.65
	$117,943.65

RECEIVED
AUG 1 1958
FOR FILING

FORM E-133 5M

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

AIII-190 (10)

July 31, 1958

M. C. Lininger & Sons
P.O. Box 1386
Medford, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5212, awarded June 19, 1958, for Grading and Paving 3rd St.-Green Springs Junction Section, Pacific Highway in Jackson County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUL 14 1958
FOR FILING

5212

July 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on July 7, 1958, on Contract No. 5212, 3rd St.-Green Springs Junction Section, in Jackson County, in connection with Federal Aid Project No. DU-190(19).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DJP:mth

RECEIVED
JUL 8 - 1958
FOR FILING

[illegible]

5212

1156

Salem, Oregon
July 1, 1958

MISC. CONTRACTS and AGREEMENTS No. 1776

Cooperative Construction Agreement
3rd Street-Green Springs Jct. Section
Pacific Highway
City of Ashland

Mr. C. G. Swenson
Engineer, City & County Relations Dept.
Office

Attention: John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of a cooperative construction agreement with the City of Ashland covering the 3rd Street-Green Springs Jct. Section of the Pacific Highway in the City of Ashland.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Ashland.

Secretary

rn
Attach: 1

FORM [illegible] 30M 6-57—6563

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 11, 1958

SUBJECT: Cooperative Construction Agreement
3rd Street-Green Springs Jct. Section
Pacific Highway (Main-Avery Sts)
City of Ashland

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the subject named project. Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved by the Commission on 10/31/57.

This completes Assignment #456.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date June 13, 1958

AUTHORIZED BY HIGHWAY COMMISSION
DATE 11-1-57 Minute Page 51
Secretary

OK Frank

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 23, 1958

SUBJECT: Cooperative Construction Agreement
3rd Street-Green Springs Jct. Section
Pacific Highway
City of Ashland

To: G. S. Paxson
Assistant State Highway Engineer

OFFICE

Attached hereto, are six copies of the above named proposed agreement as per your request of May 12, 1958.

We have received no exhibit maps from County and City Relations; therefore, would appreciate your advising us when they are available, as one is needed for our file copy.

GLEN V. SORENSEN
Staff Attorney

GVS:mmb
Attachments
cc: L. I. Lindas

5/23/58
Mr. Graham has the
two copies approved by
Mr. Lindas.
Pauline

RECEIVED
MAY 23 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 2 - 1958
FOR FILING

[illegible]
5212

July 1, 1958

Mr. W. E. Bartelt, City Recorder
City Hall
Ashland, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and the City of Ashland covering the 3rd Street-Green Springs Jct. Section of the Pacific Highway in the City of Ashland.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 1

RECEIVED
JUN 24 1958
FOR FILING

D4-1-[illegible]

5212

June 23, 1958

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5212 for grading and paving on the Third Street-Green Springs Junction Section of the Pacific Highway in Jackson County.

This award was based on your bid of $107,125 which was the low bid submitted to the Commission on May 29, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

June 19, 1958

OREGON DISTRICT
When replying,
refer to 08-35.4-0

DU-190(19)

5212

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5212 for Oregon Project DU-190(19), Third St. - Green Springs Jct. Section of the Pacific Highway in Ashland, to M. C. Lininger and Sons of Medford, Oregon, low bidder in the amount of $107,125.00 at the May 29, 1958 bid opening.

Very truly yours,

CG Polk
C. G. Polk
Division Engineer

RECEIVED
JUN 23 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 15 1958
FOR FILING
OREGON DISTRICT
08:35.4

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

May 14, 1958

DU-190 (19)

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. & E. documents for Oregon Project DU-190(19), 3rd Street-Green Springs Junction (Ashland) Section of the Pacific Highway. This is to authorize your advertising for bids.

Since this project is to be financed with 1958 Highway Act, Section 2(a) "D" funds and Section 2(c) "L" funds, it will be necessary for you to make award of contract prior to December 1, 1958, execute the project agreement prior to January 1, 1959 and complete construction of all work under the project prior to December 1, 1959.

Please forward the usual copies of an encroachment resolution from the city of Ashland covering the proposed construction.

Very truly yours,

C. G. Polk
Division Engineer
E. H. Cowan
By: E. H. Cowan
Acting Division Engineer

15-8313 Prospect-Park Boundary Sec. 1958

#5213 Folder #1

RECEIVED
DEC 31 1959
FOR FILING
15-5213

December 30, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter for filing, dated Dec. 28, received from M. C. Lininger & Sons for rental on a gravel washer in the amount of $250.00, furnished to Moyer Gravel Co., Alturas, California. This appears to be in connection with our Contract No. 5213 with Moyer Gravel Co. for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD
lc

RECEIVED
DEC 30 1959
FOR FILING

December 30, 1959

Massachusetts Bonding & Insurance Co.
315 Montgomery Street
San Francisco 4, California

Attention: Mr. F. J. Westfall
Claims Adjuster

Gentlemen:

A claim letter, dated December 28, has been received from M. C. Lininger & Sons advising that Moyer Gravel Co. owes them $250.00 for one month's rental on a gravel washer. This appears to be in connection with State Highway Contract No. 5213 with Moyer Gravel Co. for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim letter.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Granville D. Morgan Insurance
Sherlock Building
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, Calif.

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
DEC 30 1959
FOR FILING
12-1212
5213

December 30, 1959

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Attention: Mr. Raymond B. Lininger

Gentlemen:

This is to acknowledge receipt of your letter of Dec. 28 informing us that you have a claim against the Moyer Gravel Co. in the amount of $250.00 for rental on a gravel washer in connection with our Contract No. 5213 for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

So that there will be no misinterpretation of the law, we are forwarding this claim letter to the Secretary of State for filing. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
lc

M. C. LININGER & SONS
GENERAL CONTRACTORS
P. O. Box 1386 — Medford

PRODUCERS OF
SAND AND GRAVEL
CRUSHED ROCK
READY-MIX CONCRETE

MAIN PLANT AND OFFICE
CORNER HAMRICK ROAD

PLANTS IN
CENTRAL POINT
MEDFORD — ASHLAND
PHONE SP 2-5336, MEDFORD
PHONE MU 5-8121, ASHLAND

Medford, Oregon, Feb 6th, 1959

Moyer Gravel Company
P O Box 25
Altums, Calif.
Mailed to The Mass. Bonding & Insurance Co
315 Montgomery St, San Francisco 4 Calif.

EQUIPMENT RENTAL

DATE	HOURS	TYPE OF EQUIPMENT	RATE	AMOUNT
		One month rental on Gravel Washer		250.00
		We have been advised by Mr R E Moyer that he has referred this account to your Company for payment to us.		
		COPY		
	Travel Time			
		# 1275		250.00

Operator

Nº 2153 R

FORM #3

M. C. LININGER & SONS
General Contractors
P. O. Box 1386 - Medford, Oregon

Dec. 28th, 1959

Mr. Floyd Query
Sec., Oregon State Highway Comm.
Salem, Oregon

Dear Sir:

Refer to Contract # 5213, Prefix # 15-8313, Prospect Park Boundry Sec. let to the Moyer Gravel Co. P O Box 25, Alturas, Calif.

We have a claim against the Moyer Gravel Co. in the amount of $250.00 for one months rental on a gravel washer used on the job listed above.

We billed the Moyer Gravel Co. (dated Dec. 1, 1958) and was advised by Mr. R E Moyer to submit the account to their Bonding Co, which is the Massachusetts Bonding and Insurance Co., 315 Montgomery Street, San Francisco 4, Calif.

We billed the above Bonding Co. (dated Feb. 6, 1959) and was advised by them that we must first put in our claim to the State Highway Comm. before the claim would be paid.

The time limit for filing claim expires Jan. 2, 1960 , therefore, please accept this letter as a claim for the unpaid account owing M C LININGER & SONS by the Moyer Gravel Co.

Copy of billing attached.

M C LININGER & SONS
P O Box 1386
Medford, Oregon

By Raymond C Lininger

RECEIVED
[illegible] 1959
STATE HIGHWAY [illegible]

RECEIVED
DEC [illegible] 1959
FOR FILING

[illegible]

5213

December 22, 1959

Massachusetts Bonding and Insurance Co.
315 Montgomery Street
San Francisco 4, California

Gentlemen:

Attached is a copy of a claim in the amount of $1,775.47, which has been filed with the Secretary of State by Kenneth G. Denman, Attorney, on behalf of Kliever Machine Shop, for labor and materials furnished to Moyer Gravel Company.

This appears to be on our State Highway Contract 5213 for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj
Att.
cc: Granville D. Morgan
Moyer Gravel Company

Commission
W. C. Williams
Forrest Cooper

NOTED ON CARD
CC

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

December 21, 1959

5213

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
FLOYD QUERY

Dear Sir:

We have received from Kenneth G. Denman, Attorney at Law, Medford, Oregon, and filed as of this date, a notice of claim by Kliever Machine Shop for labor and machine work performed and materials furnished in the sum of $1,775.47 against the bond taken from Moyer Gravel Company, principal and The Massachusetts Bonding and Insurance Company, surety, for the work on the Prospect-Park Boundary Section of the Crater Lake Highway, in Jackson and Klamath Counties in Oregon with the Oregon State Highway Department, being No. 5213.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy for our records.

Please sign and return the carbon copy of this letter.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo A Stephens
Public Records Section

GS:er
Enc.

RECEIVED
DEC 22 1959
OREGON
STATE HIGHWAY COMMISSION

December 18, 1959

Secretary of State
State House
Salem, Oregon

Re: Kliever Machine Shop vs
Moyer Gravel Company

Dear Sir:

In compliance with ORS Sections 279.502 to 279.544, I herewith enclose Notice of Claim which we request that you file pursuant to Section 279.528 ORS.

Very truly yours,

Kenneth G. Denman

Enclosure

cc: Massachusetts Bonding &
Insurance Company
Oregon State Highway Department
Moyer Gravel Company

KGD:fp

NOTICE OF CLAIM

Kliever Machine Shop
(Edward H. Kliever)

vs

Moyer Gravel Company
(Roger Moyer)

TO OREGON STATE HIGHWAY DEPARTMENT, acting for and on behalf of the State of Oregon.

Notice is hereby given that the undersigned, Edward H. Kliever, doing business under the assumed name of Kliever Machine Shop, has a claim for labor and machine work performed and materials furnished in the nature of steel, bolts, gears, pins, keys, shafts, bushings, bearings and other items furnished by said claimant to and for Moyer Gravel Company, (Roger Moyer), to enable it or him to perform and complete that certain contract for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway, in Jackson and Klamath Counties in Oregon, with the Oregon State Highway Department, being No. 5213; that all said labor and machine work were performed by and all the said materials were furnished by said claimant, Edward H. Kliever, doing business as Kliever Machine Shop, and were performed for and used on said contract No. 5213; that said labor and machine work were performed and said materials were furnished from the dates of May 17, 1958, to September 24, 1958, both dates inclusive, and the total agreed price and reasonable value of the same was and is $1775.47 and $500 was paid on same on July 30, 1959, leaving a balance due and unpaid of $1275.47; that the said Moyer Gravel Company, (Roger Moyer), furnished a performance both on said contract and job which was written with the Massachusetts Bonding and Insurance Company, as surety and Moyer Gravel Company, (Roger Moyer), as principal; that said bond was furnished for the full and complete performance of the said contract No. 5213 and was given to assure completion of the contract and the full payment of all bills and expenses incurred in performing said contract; that said contract was completed on June 16, 1959, and was accepted by the Oregon State Highway Commission on July 2, 1959; that six months have not expired from the acceptance of said work,

RECEIVED
DEC 21 1959
HOWELL APPLING, JR
SECRETARY OF STATE

FILED
DEC 21 [illegible]
HOWELL APPLING, JR.
SECRETARY OF STATE

Dated this 18th day of December, 1959

Edward H Kliever
Doing business as Kliever Machine Shop

STATE OF OREGON)
County of Jackson)

I, Edward H. Kliever, being first duly sworn, depose and say:

That I am doing business under the assumed name of Kliever Machine Shop, and I am the claimant named in the foregoing notice of claim, which notice I have read, know the contents thereof and the same are true as I verily believe.

Edward H Kliever

Subscribed and sworn to me this 18th day of December 19 59

Kenneth H [illegible]
Notary Public for Oregon

My Commission expires 4-21-63

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DEC 21 1959
HOWELL APP
SECRETARY

FILED
DEC 21 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
SEP - 4 1959
FOR FILING

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noted on card

September 3, 1959

Massachusetts Bonding and Insurance Company
415 Builders Exchange Building
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

We have received notification, dated September 1, 1959, from the Secretary of State that the claim of Wear Prevention Alloys Company, Portland, in the amount of $333.00, against Moyer Gravel Company, Alturas, Calif., has now been filed. The Secretary of State's claim file number is 3656.

This is in connection with State Highway Contract No. 5213, which was outlined to you in our letter of August 31, 1959.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
Jmc
9/3/59

A

note on card

RECEIVED
SEP - 3 1959

FOR FILING

September 2, 1959

Kliever Machine Shop
130 North Front Street
Medford, Oregon

Gentlemen:

This will acknowledge receipt of your letter, dated August 31, stating that Moyer Gravel Company owes you the sum of $1,275.47. From the description given this is our State Highway Contract No. 5213 with Moyer Gravel Company for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

This contract was completed June 16, 1959 and accepted by the State Highway Commission on July 2, 1959. The Massachusetts Bonding and Insurance Co., through Granville D. Morgan, 429 Builders Exchange Building, Portland, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

Should you wish to protect your claim for a period longer than six months following acceptance of this contract by the Highway Commission, you should file the claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the filing procedure. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD

9/3/59
gmc

STATEMENT

KLIEVER MACHINE SHOP
130 North Front Street
Medford, Oregon, Aug 31, 1959, 19

State of Oregon
Highway Commission
Salem, Ore.

TERMS: NET — NO DISCOUNT

INTEREST CHARGED ON PAST DUE ACCOUNTS

DATE	INVOICE NO.	CHARGES	CREDITS	BALANCE
		BALANCE FORWARD		1,275.47

5215

Gentlemen:

This is to notify you that we have a claim against Moyer Gravel Company of Alturas, California, for the above amount. This debt was incurred while they were crushing rock for you at Prospect, Oregon during the summer of 1958.

We have placed our claim with the Massachusetts Bonding and Insurance Company of San Francisco, California, and they told us to also register our claim with you.

NOTED ON CARD

9/3/59

RECEIVED
SEP 1 1959

A

RECEIVED
SEP - 3 1959
FOR FILING

5213

September 2, 1959

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Building
520 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

A letter, dated August 31, has been received from Kliever Machine Shop, 130 N. Front St., Medford, informing us that Moyer Gravel Company owes them $1,275.47. This appears to be in connection with our Contract No. 5213 for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Granville D. Morgan
429 Builders Exchange Bldg.
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, California

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD
9/3/59

A

RECEIVED
SEP - 1 1959
FOR FILING

15 131

5213

August 31, 1959

Mr. John R. Gilbertson
Attorney at Law
1221 Yeon Building
Portland 4, Oregon

Dear Sir:

This will acknowledge receipt of your letter of August 28 and the attached claim of your client, Wear Prevention Alloys Company, Portland, in the amount of $333.00 for labor and materials furnished to Moyer Gravel Company in connection with the rock production project on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties. This is State Highway Contract No. 5213.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
gmc
9/1/59

JOHN R. GILBERTSON
ATTORNEY AT LAW
1221 YEON BUILDING
PORTLAND 4, OREGON
CAPITOL 8-3369

August 28, 1959

Secretary
State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

I enclose herewith the Notice of Ivan C. King regarding his claim against the Moyer Gravel Company, Oregon State Highway Contract No. 5213.

As you know Oregon Revised Statutes 279.528 require that the claim shall be filed with the "Clerk or Auditor of the public body which let the contract." I assume that presenting this notice of claim to the secretary is sufficient but if not I would appreciate notification of that fact and where the claim should be sent.

If possible I would appreciate knowing if and when this claim will be paid.

Thank you for your courtesy in this matter.

Yours truly,

John R. Gilbertson

John R. Gilbertson

JRG:l
Encl.

Acc,
please reply
KG

NOTED ON CARD
hnc
9/1/59

A

RECEIVED
SEP - 1 1959
FOR FILING

15153

5213

August 31, 1959

Massachusetts Bonding & Insurance Co.
413 Builders Exchange Building
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

A letter, dated August 26, with a claim attached, has been received from John R. Gilbertson, attorney in Portland, on behalf of Wear Prevention Alloys Company, Portland, advising that Meyer Gravel Company owes them for labor and materials in the amount of $333.00. This appears to be in connection with our Contract No. 5213 for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CC:
Granville D. Morgan
429 Builders Exchange Building
Portland, Oregon

Meyer Gravel Company
P. O. Box 25
Alturas, California

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD
jmc
9/1/59

RECEIVED
SEP - 1 1959
FOR FILING

15 1313

5213

August 31, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $333.00, received from John R. Gilbertson, attorney at law, on behalf of Wear Prevention Alloys Company, Portland, for labor and materials furnished to Moyer Gravel Company, Alturas, Calif. This appears to be in connection with our Contract No. 5213 with Moyer Gravel Company for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

NOTED ON CARD

jmc
9/1/59

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 31, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $333.00, received from John R. Gilbertson, attorney at law, on behalf of Wear Prevention Alloys Company, Portland, for labor and materials furnished to Moyer Gravel Company, Alturas, Calif. This appears to be in connection with our Contract No. 5213 with Moyer Gravel Company for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

RECEIVED
SEP 1 - 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

File # 3656

FILED
SEP 1 - 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTICE OF CLAIM

To: SECRETARY, OREGON STATE HIGHWAY COMMISSION
State of Oregon
Salem, Oregon

NOTICE HEREBY IS GIVEN, that the undersigned, IVAN C. KING, owner and manager of WEAR PREVENTION ALLOYS COMPANY with his principal place of business at 1306 N. E. 2nd Avenue, Portland, Oregon, has a claim for labor and materials performed and furnished by Ivan C. King, doing business as Wear Prevention Alloys Company, to-wit:

100 lbs. 3/8 twin alloy filler rod at 75 cents per pound	$ 75.00
1 set 24 x 36 Standard Lippman Crusher Jaws rebuild and hand surfaced	591.00

in the amount of $666.00 of which $333.00 has heretofore been paid leaving a balance due and owing and claimed of $333.00 with interest thereon at the rate of 6% per annum from July 30, 1958, until paid against the bond taken from Roger E. Moyer and Maude I. Moyer, doing business as Moyer Gravel Company, as principal, and Massachusetts Bonding and Insurance Company, a corporation, as surety for the work of Rock Production for the Crater Lake Highway wherein Moyer Gravel Company was the contractor with the Oregon State Highway Department under Oregon State Highway Department Contract No. 5213, awarded on June 19, 1958, and accepted by the Highway Commission on July 2, 1959.

This notice of claim is presented and filed pursuant to Oregon Revised Statutes 279.526 and 279.528.

Dated this 28th day of August, 1959.

/s/ Ivan C. King
Ivan C. King, Owner and Manager and doing business as Wear Prevention Alloy Company
1306 N. E. 2nd Avenue
Portland, Oregon

Subscribed and sworn to before me this 28th day of August, 1959

Notary Public for Oregon
My commission Expires: September [illegible]

NOTED ON CARD

Jmc

A

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AUG 26 1959
FOR FILING
[illegible]
[illegible]

August 26, 1959

Mr. John R. Gilbertson
1221 Yeon Building
Portland 4, Oregon

Dear Mr. Gilbertson:

As requested in your letter of August 17, we have attached a certified copy of contract and bond No. 5213 with Moyer Gravel Company for work on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

The contract was accepted by the Highway Commission July 2, 1959.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ms
attach.

JOHN R. GILBERTSON
ATTORNEY AT LAW
1221 YEON BUILDING
PORTLAND 4, OREGON
CAPITOL 8-3369

August 17, 1959

Secretary of State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

I enclose herewith an application for a certified copy of contract and bond regarding the work done by the Moyer Gravel Company in apparently furnishing crushed rock for the Crater Lake Highway.

I believe the bonding company is the Massachusetts Bonding and Insurance Company of 315 Montgomery Street, San Francisco, California.

I would appreciate knowing if the State Highway Department has accepted said work by affirmative action and if so, the date of said affirmative action.

Yours truly,

John R. Gilbertson
John R. Gilbertson

JRG/ls

Enc.

[illegible] 1959

TO; Secretary of State Highway Commission
State of Oregon
Salem, Oregon

APPLICATION FOR CERTIFIED COPY OF CONTRACT AND BOND

STATE OF OREGON)
) ss
County of Multnomah)

I, IVAN C. KING, a resident and inhabitant of Multnomah County, Oregon, after being first duly sworn, depose and say:

I am the owner and manager of the Wear Prevention Alloys Company with my principal place of business at 1306 N. E. 2nd Avenue, Portland, Oregon. That I hereby make application to the Secretary of the State Highway Commission for the State of Oregon for a certified copy of the contract with the Moyer Gravel Company and/or R. E. Moyer of said company of Alturas, California, the date of which contract is by this affiant unknown, which contract was for the supplying of crushed rock by the Moyer Gravel Company to the State of Oregon for the Crater Lake Highway, together with a certified copy of the bond given by the said R. E. Moyer doing business as Moyer Gravel Company to the State Highway Department for the State of Oregon to insure the performance of said contract and the prompt payment to all persons supplying labor or materials for the prosecution of the work provided in said contract.

Ivan C. King, doing business as the Wear Prevention Alloys Company has supplied material for the prosecution of the work provided in said contract for a total price of $666.00 of which $333.00 has been paid, leaving an unpaid balance of $333.00 and for which numerous demands have been made and that said sum now remains unpaid.

This application for a certified copy of said contract and bond is made pursuant to Oregon Revised Statutes 279.512.

Ivan C. King

Subscribed and sworn to before me this 25th day of August, 1959.

Notary Public for Oregon
My Commission Expires: Sept. 29, 1960.

RECEIVED
AUG 21 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 20, 1959

(CONTRACT NO.) 15-8313	(EST. NO.)	(CONTRACTOR)
5213	7 Final	Moyer Gravel Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20241	24346	$1,040.02	8/18/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: 80 workdays from June 30, 1958

Time Extensions: None of record

Completion Date: June 16, 1959

Date Accepted: July 2, 1959

Penalties:

Claims: Several claims have been filed but no lien order

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: AUG 21 1959

NOTED ON C
8/21/59
jmc

A

RECEIVED
AUG 7 - 1959

FOR FILING

5-8-12

5213

August 7, 1959

Mr. Clarence D. Porter
Claims Adjuster
920 Failing Building
Portland 4, Oregon

Dear Mr. Porter:

As requested, we are attaching a list of claims which have been filed against Moyer Gravel Company on our Contract No. 5213 for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

Claims against Moyer Gravel Co. on Contract No. 5213

10-27-58	E. I. de Pont de Nemours & Company, Inc., for explosives and blasting supplies.	$ 814.32
10-30-58	Oregon Blasting Co., for crushed rock.	5,212.20
1-22-59	Standard Oil Co. of California, Western Operations, Inc. for materials and supplies.	3,874.52
2-6-59	Pacific Powder Sales Corp. of Oregon, for materials	1,786.52
2-6-59	F. H. McEwen, for rentals, supplies and materials	3,449.06
	" " " "	2,344.07
2-16-59	State Industrial Accident Commission, for contributions	711.39
3-9-59	Gerretsen Building Supply Co., for materials furnished to Oregon Blasting Co., Inc., subcontractor.	25.99

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RECEIVED
AUG 7 - 1959

FOR FILING

15-K313

5213

August 5, 1959

Little, LeSourd, Palmer, Scott & Slemmons
15th Floor, Hoge Building
Seattle 4, Wn.

Attention: Mr. Max D. Crittenden

Gentlemen:

Your letter of August 3, addressed to the Department of State regarding the claim of Pacific Powder Sales Corporation of Oregon against Contract No. 5213, has been referred to this department.

Our records indicate that Moyer Gravel Company completed this rock production contract on June 16, 1959, and it was accepted by the State Highway Commission on July 2, 1959.

On February 13, 1959, this office notified the surety, Massachusetts Bonding and Insurance Company, Portland, of this claim in the amount of $1,786.52 which you filed with the Secretary of State on behalf of Pacific Powder Sales Corporation of Oregon for materials furnished to Oregon Blasting Company, Inc., subcontractor for Moyer Gravel Company.

We are forwarding a photocopy of your letter to the surety for their information.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
ec

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

August 4, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Mr. C. W. Head

Dear Sir:

The enclosed letter from the firm of Little, LeSourd, Palmer, Scott & Slemmons, Seattle Washington is respectfully referred to your office for any information on the status of notice of claim #3631 on Highway Contract #5123.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo Stephens
Public Records Section

GS:FK
Enc.

AUG 5 1959

A

RECEIVED
AUG 7 - 1959
FOR FILING

[illegible]

5213

August 5, 1959

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Building
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

Attached is photocopy of a letter, dated August 3, from Little, LeSourd, Palmer, Scott & Slemmons, Seattle, pertaining to a claim which they had filed with the Secretary of State on behalf of Pacific Powder Sales Corporation of Oregon against our Contract No. 5213 with Moyer Gravel Company. This claim was in the amount of $1,786.52.

A complete description of the claim was outlined in our letter to you of February 13, 1959.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:

Granville D. Morgan
429 Builders Exchange Building
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, California

NOTED ON CARD

LAW OFFICES
LITTLE, LESOURD, PALMER, SCOTT & SLEMMONS
15TH FLOOR, HOGE BUILDING
SEATTLE 4, WASHINGTON
MAIN 2-4814
CABLE ADDRESS "LILE"

HERBERT S. LITTLE
F. A. LESOURD
ROBERT L. PALMER
WALTER KANE SCOTT
WARREN R. SLEMMONS
WOOLVIN PATTEN
KENNETH A. COX
GRIFFITH WAY
SERGE S. GORNY
BROCKMAN ADAMS

KEITH M. CALLOW
JOHN T. PIPER
MAX D. CRITTENDEN

JOSEPH E. GANDY
OF COUNSEL

LAURENCE A. KNAPP
WASHINGTON, D. C. PARTNER
910 SEVENTEENTH STREET N.W.
EXECUTIVE 3-3818

JAPAN CORRESPONDENT
THOMAS L. BLAKEMORE
512 FUKOKU BUILDING
TOKYO, JAPAN
CABLE "BLAKELAW TOKYO"

August 3, 1959

State of Oregon
Department of State
Salem, Oregon

5213

Re: Oregon State Highway Contract No. 5123
Your file No. 3631

Gentlemen:

On February 6, 1959 we filed a notice of claim against the above entitled contract on behalf of Pacific Powder Sales Corporation of Oregon. We have had no word on this claim, although a later claim, No. 3637, for a small amount on the same contract has long since been paid.

It would be our impression that we should hear from someone with respect to this claim, either the contractor or his bondsman, without the necessity of filing suit to recover.

If you have any information on the status of this contract, we would appreciate receiving such information.

Very truly yours,

LITTLE, LeSOURD, PALMER,
SCOTT & SLEMMONS

By Max D. Crittenden
Max D. Crittenden

MDC:kc

RECEIVED
AUG 5 1959

RECEI
AUG 4 - 1

FOR

15-

5213

August 3, 1959

Massachusetts Bonding & Insurance Co.,
415 Builders Exchange Bldg.,
320 SW Stark Street
Portland 4, Oregon

ATTENTION: Gordon T. Wood
Special Agent

Gentlemen:

State Highway contract #5213 for the Prospect-Park Boundary Rock Production Project on Crater Lake Highway in Jackson-Klamath Counties was completed by the contractor, Moyer Gravel Company, on June 16, 1959, and was formally accepted by the Highway Commission on July 2, 1959.

Final payment in the amount of $1,040.02 will be released to the contractor, assigned to the Bank of America, Alturas Branch, on or after August 13, 1959. The total contract amount is $34,549.80, and no force account work was performed on the project.

Claims have been filed against this contract concerning which you were previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
JUL 27 1959
FOR FILING

July 24, 1959

Massachusetts Bonding and Insurance Company
315 Montgomery Street
San Francisco, California

Attention: Mr. F. J. Westfall
Claims Manager

Gentlemen:

We have your letter of July 21 requesting certain information on State Highway Contract No. 5213 with Moyer Gravel Co. for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

This contract was completed June 16 and accepted by the Highway Commission July 2, 1959. The Highway Commission minutes will not be official until the next meeting of the Commission which will be held August 13, 1959. However, the acceptance of this contract will be listed in the July 2, 1959 minutes but excerpts from these minutes cannot be furnished until they are approved by the Commission on August 13.

The semi-final payment on this contract in the amount of $5,549.94 is to be paid on or after July 27, 1959. We are holding a retainage in the amount of $1,036.38, which will be the final payment unless our checking division finds some variations or corrections. It is not known at this date just when the final payment will be made. Assignment of contract payments will be forwarded to the Bank of America in Alturas, California, as per your letter of July 18, 1958.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
ac

BRANCH OFFICE
CHARLES R. ARMOUR
MANAGER

315 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA
TELEPHONE: EXBROOK 2-7100

MASSACHUSETTS BONDING AND INSURANCE COMPANY

July 21, 1959

State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

Re: State Highway Contract #5213 - Furnish crushed rock, Prospect-Park Boundary, Crater Lake Hwy. Our file #98329 - Moyer Gravel Company

In your letter of June 24, 1959 you stated that this job might be accepted at the July 2nd meeting of the State Highway Commission. I would appreciate your advising me whether such has occurred, and I would appreciate a copy of the oficial minutes to that effect.

I would also appreciate your advising me the exact amount of the final payment, including the retainage, and when it will be paid to the trust account on this job.

Yours very truly,

F. J. Westfall

F. J. Westfall
Claims Manager

Accepted
July 2, 1959

FJW:MT

Semi-final [illegible]
#5529.94 <
Still Retained #1,056.38

JUL 2[illegible] 1959

RECEIVED
JUL 24 1959
FOR FILING

July 23, 1959

Leroy B. Skousen
Attorney at Law
Failing Building
Portland 4, Oregon

Attention: Mr. Alvin L. Andrews

Dear Sir:

In reply to your letter of July 22, Contract No. 5213 covering the Prospect-Park Boundary rock production project in Jackson and Klamath Counties was completed June 16 and accepted by the Highway Commission July 2, 1959.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

LEROY B. SKOUSEN
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
CApitol 8-7431

LEROY B. SKOUSEN
SHERMAN W. HOLMES
ALVIN L. ANDREWS

July 22, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State of Oregon
Salem, Oregon

Dear Mr. Query:

Please advise as to whether or not the work has been completed and accepted by the State of Oregon under contract number 5213 covering the Prospect-Park Boundary Rock Production Project in Jackson and Klamath Counties.

Completed
June 16, 1959

Accepted
July 2, 1959

Very truly yours,

Alvin L. Andrews
Alvin L. Andrews

Ala/dt

RECEIVED
JUL 21 1959
FOR FILING

15-3-3
5213

July 20, 1959

Mr. Leroy B. Skousen
Failing Building
Portland 4, Oregon

Dear Mr. Skousen:

As requested in your application we are attaching a certified copy of Contract No. 5213 and bond with Moyer Gravel Company, covering the Prospect-Park Boundary Rock Production Project in Jackson and Klamath Counties.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

att.
CWH:ms

TO STATE HIGHWAY COMMISSION, SALEM, OREGON

RE: Secretary of State, Public Records
Section file No. 3618

Application pursuant to the provisions of O.R.S. 279.512 and 279.515 is herewith made for a certified copy of contract No. 5213 and bond.

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I, Leroy B. Skousen, being first duly sworn on my oath depose and say:

That I am one of the Directors of Oregon Blasting Co. Inc., and that said corporation has a claim for labor, equipment and materials furnished by said corporation in the sum of $5,212.20 for the prosecution of the work provided in Contract No. 5213 against the bond taken from Moyer Gravel Co., as principal, and the Massachusetts Bonding and Insurance Co. as surety.

That the said claim has not been paid.

Leroy B. Skousen

Leroy B. Skousen, Director
Oregon Blasting Co. Inc.

Subscribed and sworn to before me this 16th day of July, 1959.

Alvin L. Andrews

Notary Public for Oregon
My Commission expires: MAY 1, 1961

RECEIVED
JUL 15 1959
FOR FILING

15-213

5213

A

July 15, 1959

Massachusetts Bonding & Insurance Co.,
415 Builders Exchange Bldg.,
Portland 4
Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Moyer Gravel Company, assigned to Bank of America, Alturas Branch, on contract #5213, for the Prospect-Park Boundary Rock Production Project on the Crater Lake Highway in Jackson-Klamath Counties.

This payment, in the amount of $5,549.94 will be released to contractor, assigned to Bank of America, Alturas Branch, on or after July 27, 1959. The retained percentage is $1,036.38.

There are claims filed against this project of which you have been previously notified.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

do

RECEIVED
JUL 13 1959
FOR FILING

[illegible]
[illegible]

July 6, 1959
Salem, Oregon

Extension of Time

R. L. Porter
Ivan Merchant
C. H. Maisen - 2
Tom Edwards

The State Highway Commission at its meeting held on July 2, 1959, took action on extension of time, as follows:

> Contract #5213, with Moyer Gravel Company for Prospect-Park Boundary Rock Production Project on Crater Lake Highway in Jackson-Klamath Counties; request for 10 additional workdays denied.

Secretary

dc

RECEIVED
JUL 13 1959

FOR FILING

[illegible]

5213

July 6, 1959

Moyer Gravel Company
P. O. Box 25
Alturas
California

Gentlemen:

The State Highway Commission at its meeting held on July 2, 1959, had under discussion your request for 10 additional workdays within which to complete your Contract #5213, Prospect-Park Boundary Rock Production Project on Crater Lake in Jackson-Klamath Counties.

A complete report concerning the matter was presented to the Highway Commission by the State Highway Engineer, and the Commission considered your request in light of all of the facts and circumstances disclosed in the report and in your request. After carefully reviewing all available information, the Highway Commission concluded that an increase in the number of workdays specified for the completion of the work was not warranted, and therefore denied your request.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
cc: F. D. Morgan
Jack McCormick
Tom Edwards

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending 26 June 1959, 19

Section Prospect - Park Boundary

Kind of work rock production

Highway Crater Lake County Jackson - Klamath

Section prefix 15-8313

Contractor Moyer Gravel Co

Contract number 5213

Date of contract 19 June 58, 19

Specified work days 80

Date work started 29 June 58, 19

Work days used 98

Project authorization . . . . . $ 38,330.00

Per cent of time elapsed 122 %

Exclusive of engineering . . . $ 36,115.20

Estimated cost of completed project, exclusive of engineering . . . . . . $ 36,115.20

Estimated per cent overrun or underrun . . . . . . 0 %

Per cent of contract completed, based on estimated cost . . . . . . 100 %

Engineering authorization . . . . . $ 2764.50

Engineering cost to date $ 3150, 114 %

Date project was completed 16 June 1959, 19

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
none	none	none	none	none	none	100

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Survey crew- re-measured stockpiles on Monday.

L R Chandler, Asst Div Engr, in area on Thrusday and Friday.

This is a FINAL REPORT.

NOTED
JOHN R. [illegible]

CONSTRUCTION DIVISION
RECEIVED
JUN 29 1959
NOTED-- ☐ CE ☑ ACE ☐ ALE ☐ ☑ CUE

Noted
M. N. Juve

NOTED
C. E. PAULSEN

Signed Jack L. McCormick
res engr

Address Medford

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date			9,200		
Average daily quantities			0		
Average daily quantities necessary to complete project on time			workdays	used	
Number shifts per day			0		
Hours per shift			0		
Average force on project for week			0		

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	fair		
Monday	fair		
Tuesday	fair		
Wednesday	fair		
Thursday	showers		
Friday	cloudy		
Saturday			

RECEIVED
JUN 26 1959
FOR FILING

15 R313

5313

A

June 25, 1959

Mr. David L. Giller
Assistant Cashier
Bank of America
Eighth and J Streets
Sacramento 2, California

Dear Sir:

Further reference is made to your letter of June 3, 1959, regarding the contract of the Beyer Gravel Company, Contract No. 5313, with the State Highway Department for the production of crushed rock in stockpile on the Prospect-Park Boundary Section of the Crater Lake Highway.

Physical construction has been completed on this job. The same was completed on June 16.

This letter, pursuant to your letter of June 3, is not meant to imply acceptance of this contract, as acceptance of contracts is reserved to the State Highway Commission. The matter will be considered by the Commission at its next regular meeting.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. A. Paxson
Assistant State Highway Engineer

cc Mr. W. C. Williams
Mr. Forrest Cooper
Mr. Tom Edwards
Mr. H. L. Porter
Mr. Floyd Query

LHY:fp fn

RECEIVED
JUN 15 1959
FOR FILING

15-8313

5213

June 12, 1959

1315

Mr. David L. Giller
Assistant Cashier
Bank of America
Eighth and J Streets
Sacramento 2, California

Dear Sir:

Reference is made to your letter of June 3 concerning the contract of the Moyer Gravel Company with the State Highway Commission, Contract No. 5213.

Please be advised that we will give you immediate notice when satisfactory completion is made of the work involved in said contract.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc to: Mr. W. C. Williams
Mr. Tom Edwards

LHY:fp ae

Cable Address—BANKAMERICA

Bank of America
NATIONAL TRUST AND SAVINGS ASSOCIATION

SACRAMENTO MAIN OFFICE • EIGHTH AND J STREETS • SACRAMENTO 2, CALIFORNIA

PLEASE RETURN TO
FORREST COOPER

June 3, 1959

VIA AIR MAIL
Charles H. Reynolds, Chairman
Highway Commission
State of Oregon
Salem, Oregon

Subject: State of Oregon Highway
Contact No. 5213

Dear Mr. Reynolds:

Under State of Oregon, Highway Department contract #5213, awarded to Roger E. Moyer, doing business as Moyer Gravel Company, Alturas, California, Moyer was to stockpile 9,000 cubic yards of crushed rock and gravel. In order to produce the rock called for, a sub-contract was let to the Oregon Blasting Company for the necessary blasting to produce rock suitable for crushing in a 20 x 36 crusher. The work started on June 26, 1958, and when Oregon Blasting Company proceeded under the sub-contract, but contrary to the subcontract provision as to the size of rock for use in the crushers, Moyer was unable to complete the job.

Recently, through the cooperation of the Massachusetts Bonding and Insurance Company, bondsmen for Moyer, and ourselves, holders of the chattel mortgage covering the equipment used by Moyer, and holders of the assignment of contract #5213, Moyer has been working to complete the job at Prospect, Oregon. Since it is extremely important to this organization that we know the exact date when this job is completed, I will appreciate your advising me of that date so that we can immediately remove our security.

Thank you for your cooperation.

Yours very truly,

DIG:C

David L. Giller, Assistant Cashier

RECEIVED
JUN 25 1959
FOR FILING

5213

June 24, 1959

Massachusetts Bonding and Insurance Company
315 Montgomery Street
San Francisco, California

Attention: Mr. F. J. Westfall
Claims Manager

Gentlemen:

This will answer your letter of June 23 regarding State Highway Contract No. 5213 with Moyer Gravel Co. for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

Our records indicate that this job was completed June 16, 1959, but has not yet been accepted by the State Highway Commission. Our Office Engineering Division informs us that this contract will most likely be ready to present to the State Highway Commission at its meeting on July 2 for acceptance. In the event that this contract is accepted on July 2, a claim may be filed with the Secretary of State within six months after that date.

It is not known at this writing the exact amount of the final payment. However, the total amount paid to date is $27,959.84 and the retainage amounts to $2,592.00.

The only claim which has been submitted since our letter to you of March 27 was from the Pfeiffer Trucking Co. in the amount of $1,983.46, which has been paid.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

Branch Office
CHARLES R. ARMOUR
Manager

315 Montgomery Street
San Francisco, California
Telephone: EXbrook 2-7100

MASSACHUSETTS BONDING AND INSURANCE COMPANY

June 23, 1959

State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

Re: State Highway Contract #5213 - Furnish crushed rock, Prospect-Park Boundary, Crater Lake Highway
Our file #98329 - Moyer Gravel Company

It is our understanding from our principal that this contract has now been fully performed and the dismantling and cleanup work done.

✓ ✓ ✓ I would appreciate your giving me the date on which this contract was accepted, and the date on which the statutory period for the filing of claims will expire. I would also appreciate your advising me the amount of the final payment, including retention.

✓ I would also appreciate your advising me if any creditors have filed claims with you since your letter of March 27, 1959.

Yours very truly,

F. J. Westfall

F. J. Westfall
Claims Manager

FJW:MT

Office Engr. Div.
1. Will prob. be presented July 2nd for acceptance
2. 6 Months after acceptance
3. a. Not known at this date amt. of final payment
b. Total payment to date $27,959.84 Retainage $2,592.00
4. Claims since March 27th letter
a. Pfeiffer Trucking Co.
$1,983.46

A

RECEIVED
JUN 11 1959
FOR FILING

15-5213

5213

June [illegible], 1959

Oregon State Highway Commission

Request for extension of time
Re. [illegible]
July 2 and 3 meeting

Gentlemen:

Attached is contractor's request for increase in number of workdays to complete construction contract for Schedule No. 5213 of the [illegible] Gravel Company.

It is recommended that this request be denied for the reasons set forth below.

(1) When the quarry was shot (by a subcontractor) a considerable portion of the material broke too large for the contractor's very small crusher.

(2) Instead of processing the large material, the contractor wasted same and subsequently fell short of material small enough to be crushed in his crusher.

(3) There is still enough material left in the quarry to complete the job; however, washing would be necessary.

(4) The main reason for not finishing the job on time was due to improper equipment not suited to the operation and the contractor's decision not to do necessary shooting in the quarry.

This matter will be on the agenda for your consideration at the July 2 and 3 meeting.

Very truly yours,

Forrest Cooper
Acting State Highway Engineer

Encl.

cc Mr. Tom Edwards

FBK:fp FC:fn

A

RECEIVED
APR 24 1959
FOR FILING

15-8513

5213

April 23, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Jack F. Thompson
Director of Elections

Dear Sir:

This will acknowledge receipt of your letter of April 21, which had attached to it three copies of a letter from E. I. du Pont de Nemours & Company, informing your office that the Massachusetts Bonding and Insurance Co. is the surety on State Highway Contract No. 5213 and not the Argonaut Insurance Co.

This covers our contract with Moyer Gravel Co., Alturas, California, prime contractor, for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties, your file No. 3617.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

April 21, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and noted in our files, a correction in the notice of claim filed in this office for the Project--Prospect-Park Section--Crater Lake Highway Prospect, Oregon, by Moyer Gravel Co., Alturas, Calif., principal contractor, Oregon Blasting Co., Inc., Portland, Oregon, subcontractor. Our file no. 3617.

We have changed our records to show the surety as Massachusetts Bonding and Insurance Co., in place of Argonaut Insurance Co.

We are enclosing three copies of the correction for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By
Jack F Thompson
Director of Elections

GS:FK
Enc.

NOTED
FLOYD QUERY

RECEIVED
APR 22 1959
OREGON
STATE HIGHWAY COMMISSION

TR-6404

DU PONT
ESTABLISHED 1802
E. I. du Pont de Nemours & Company
INCORPORATED
Wilmington 98, Delaware

TREASURER'S DEPARTMENT
CREDIT DIVISION

April 14, 1959

CERTIFIED MAIL - AIR MAIL

Secretary of State
State of Oregon
Salem, Oregon

File # 3617

Gentlemen:

PROJECT - PROSPECT-PARK SECTION - CRATER LAKE HIGHWAY
PROSPECT, OREGON

MOYER GRAVEL CO., ALTURAS, CALIF., PRINCIPAL CONTRACTOR
OREGON BLASTING CO., INC., PORTLAND, ORE., SUBCONTRACTOR

YOUR FILE NO. 3617.

By letter dated October 23, 1958 we gave you notice of our claim against the principal contractor's bond and subcontractor's bond on Oregon Highway project known as Prospect-Park Section of the Crater Lake Highway, Prospect, Oregon. In that letter in referring to the surety for the principal contractor we named Argonaut Insurance Co.

We wish to call to your attention that we inadvertently named Argonaut Insurance Co. as surety for the principal contractor whereas the surety in fact is Massachusetts Bonding & Insurance Co. So that your file on our claim will show the correct name of the surety we are asking you to please note this correction.

RECEIVED
APR 17 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

Very truly yours,

W. H. HAWKINS
PRODUCT CREDIT MANAGER

BY: R C Lloyd
R. C. LLOYD

pg

TR-8484

DU PONT
ESTABLISHED 1802
E. I. du Pont de Nemours & Company
INCORPORATED
Wilmington 98, Delaware

TREASURER'S DEPARTMENT
CREDIT DIVISION

April 14, 1959

CERTIFIED MAIL - AIR MAIL

Secretary of State
State of Oregon
Salem, Oregon

File # 3617

Gentlemen:

PROJECT - PROSPECT-PARK SECTION - CRATER LAKE HIGHWAY
PROSPECT, OREGON

MOYER GRAVEL CO., ALTURAS, CALIF., PRINCIPAL CONTRACTOR
OREGON BLASTING CO., INC., PORTLAND, ORE., SUBCONTRACTOR

YOUR FILE NO. 3617.

By letter dated October 23, 1958 we gave you notice of our claim against the principal contractor's bond and subcontractor's bond on Oregon Highway project known as Prospect-Park Section of the Crater Lake Highway, Prospect, Oregon. In that letter in referring to the surety for the principal contractor we named Argonaut Insurance Co.

We wish to call to your attention that we inadvertently named Argonaut Insurance Co. as surety for the principal contractor whereas the surety in fact is Massachusetts Bonding & Insurance Co. So that your file on our claim will show the correct name of the surety we are asking you to please note this correction.

RECEIVED
APR 17 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

Very truly yours,

W. H. HAWKINS
PRODUCT CREDIT MANAGER

BY: R C Lloyd
R. C. LLOYD

P8

TR-6484

DUPONT
ESTABLISHED 1802
E. I. du Pont de Nemours & Company
INCORPORATED
Wilmington 98, Delaware

TREASURER'S DEPARTMENT
CREDIT DIVISION

April 14, 1959

CERTIFIED MAIL - AIR MAIL

Secretary of State
State of Oregon
Salem, Oregon

File # 3617

Gentlemen:

PROJECT - PROSPECT-PARK SECTION - CRATER LAKE HIGHWAY
PROSPECT, OREGON

MOYER GRAVEL CO., ALTURAS, CALIF., PRINCIPAL CONTRACTOR
OREGON BLASTING CO., INC., PORTLAND, ORE., SUBCONTRACTOR

YOUR FILE NO. 3617.

By letter dated October 23, 1958 we gave you notice of our claim against the principal contractor's bond and subcontractor's bond on Oregon Highway project known as Prospect-Park Section of the Crater Lake Highway, Prospect, Oregon. In that letter in referring to the surety for the principal contractor we named Argonaut Insurance Co.

We wish to call to your attention that we inadvertently named Argonaut Insurance Co. as surety for the principal contractor whereas the surety in fact is Massachusetts Bonding & Insurance Co. So that your file on our claim will show the correct name of the surety we are asking you to please note this correction.

RECEIVED
APR 17 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

Very truly yours,

W. H. HAWKINS
PRODUCT CREDIT MANAGER

BY: R C Lloyd
R. C. LLOYD

P8

RECEIVED
R 2[illegible] 1959
FOR FILING

[illegible]

5[illegible]

April 23, 1959

Mr. Victor L. Huber
Attorney at Law
423 Fourth Street
Marysville, California

Dear Sir:

This will acknowledge your letter of April 21 informing us that the Massachusetts Bonding and Insurance Co. has paid in full to the Pfeiffer Trucking Company the sum of $1,983.66 owed by Moyer Gravel Co., and that your client, Mr. Pfeiffer, will not file a claim.

This is in connection with our Contract No. 5213 with Moyer Gravel Co. for rock production on the *Prospect-Park Boundary Section* of the Crater Lake Highway in Jackson and Klamath Counties.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Bldg.
320 S. W. Stark St.
Portland 4, Oregon
Attn: Mr. Gordon T. Wood

Granville D. Morgan
429 Builders Exchange Bldg.
Portland 4, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

Moyer Gravel Co.
P. O. Box 25
Alturas, Calif.

NOTED ON CARD
ac

CWH:fp

Victor L. Huber
ATTORNEY AT LAW
SUITE 608 NAGLER BUILDING
423 FOURTH STREET
MARYSVILLE, CALIFORNIA
SHERWOOD 2-3289

April 21, 1959

State of Oregon
State Highway Department
Salem, Oregon

#5213

Re: John J. Pfeiffer vs. Moyer Sand and Gravel

Gentlemen:

Replying to your letter of April 15, 1959, Mr. Pfeiffer advised me this morning that he had contacted the bonding company in this matter and that they have paid off the sum owing by the Moyer Sand and Gravel in full.

I would, therefore, appreciate you advising the respective parties that this action has been taken and and Mr. Pfeiffer will not file a claim.

Very truly yours,

Victor L. Huber

VLH:vp

NOTED
NO QUERY

Ack,
usual letters

RECEIVED
APR 2 3 1959

RECEIVED
[illegible] 1959

PACIFIC COAST DEPARTMENT
[redacted]G
CHARLES R. ARMOUR
Manager

315 MONTGOMERY STREET
SAN FRANCISCO 4, CALIFORNIA
TELEPHONE: EXBROOK 2-7100

MASSACHUSETTS BONDING AND INSURANCE COMPANY

15-8312

5213

April 21, 1959

State Highway Department
State of Oregon
Salem, Oregon

Attention: Mr. Forrest Cooper

Gentlemen:

Re: Moyer Gravel Company - Contract #5213
Furnish crushed rock
Our file #98329

In reply to yours of April 17, 1959, the bids for the remainder of the gravel were excessive and we had our principal, Moyer Gravel Company, start on the job site last week, preparing to complete the balance of the contract.

In the interim period before weather permits actual crushing, he is doing certain cleanup work so that the job will be acceptable to the Forestry Department as well as to your department.

Yours very truly,

F J Westfall

F. J. Westfall
Claims Manager

[illegible]

FJW:MT

RECEIVED
APR 2 1 1959
[illegible]
STATE HIGHWAY COMMISSION

NOTED
FORREST COOPER

RECEIVED
APR 24 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
APR 21 1959
FOR FILING
15-8812
[illegible]

April 17, 1959

Prospect-Park Bdry. Sec.
Crater Lake Highway
Jackson and Klamath Cos.
Contract No. 5213

Your File: 98329
Moyer Gravel Co.

Mr. F. J. Westfall
Claims Manager
Massachusetts Bonding and
  Insurance Company
315 Montgomery St.
San Francisco 4, California

Dear Mr. Westfall:

We have not acted on your suggestion of April 10, 1959, by which the State would call for bids and contract the remaining work on the above contract, as we have information that M. C. Lininger and Sons of Medford has made or will make a quotation to you for finishing the project. If such is the case it will be appreciated if you will notify us if such arrangements can or will be made.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RLP:bb

RECEIVED
APR 16 1959
FOR FILING

April 15, 1959

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Bldg.
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

A letter has been received from Victor L. Huber, Attorney, representing Mr. John J. Pfeiffer of the Pfeiffer Trucking Company, advising that Moyer Sand and Gravel Company owe them $1,983.46.

This appears to be in connection with our Contract No. 5213, for rock production on the Prospect-Park Boundary Section in Jackson and Klamath Counties.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:am
cc: Granville D. Morgan
429 Builders Exchange Bldg.
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, Calif.

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
lm

RECEIVED
APR 16 1959
FOR FILING
[illegible]
[illegible]

April 15, 1959

Victor L. Huber, Attorney at Law
Suite 608, Nagler Bldg.
423 Fourth St.
Marysville, Calif.

Dear Sir:

This will acknowledge your letter of April 10, stating that the Moyer Sand and Gravel Company owes your client, Mr. John J. Pfeiffer, doing business as Pfeiffer Trucking Company, an amount of $1,983.46.

You state that this is in connection with Contract No. 5213, for rock production on the Prospect-Park Boundary Section in Jackson and Klamath Counties. Our Construction Division informs us that this project will commence after a winter shutdown within the next few days, and that the project is 78% complete.

As you know, the Massachusetts Bonding and Insurance Company, through Granville D. Morgan, 429 Builders Exchange Building, Portland, furnished the proposal bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

As requested, we are attaching excerpts from the Oregon laws outlining the procedure for filing a claim. To protect your claim for a period longer than six months following acceptance of the contract, the claim should be filed with the Secretary of State. In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:om
Attach.

NOTED ON CARD

Victor L. Huber
ATTORNEY AT LAW
SUITE 608 NAGLER BUILDING
423 FOURTH STREET
MARYSVILLE, CALIFORNIA
SHERWOOD 2-3289

April 10, 1959

Oregon Division of Highways
Department of Public Works
Salem, Oregon

Re: H/O Surety Claim #98329
Moyer Gravel Company, Principal
State of Oregon, Obligee
Bond #866952

#5213

Gentlemen:

My client, Mr. John J. Pfeiffer, doing business as Pfeiffer Trucking Company, in Grass Valley, California, did a large amount of work for the Moyer Sand and Gravel Company on a job in Prospect, Oregon, for which Mr. Pfeiffer has never been paid.

The Massachusetts Bonding and Insurance Company, 315 Montgomery Street, San Francisco 4, California, has admitted that there is owing from Moyer Sand and Gravel Company, their Principal, the sum of $1,983.46 to Mr. Pfeiffer. However, they informed me on November 25, 1958 by letter, a copy of which is attached hereto, that the job had been shut down because of inclement weather, and a completion was anticipated in the spring of 1959.

Mr. Pfeiffer's bill against Moyer Sand and Gravel Company has not been paid, and I am wondering if it is now possible for me to file a lien on the Moyer, Prospect, Oregon job. If so, I would appreciate your advising me the Oregon statutory requirements for such a lien and also application papers, if you have them available.

Your cooperation will be appreciated.

start in a few days —
Construction
78% complet
4/14/59

Very truly yours,

Victor L. Huber

VLH:vp
cc: John J. Pfeiffer
Box 1101
Grass Valley, California

RECEIVED
1959

BRANCH OFFICE
315 MONTGOMERY STREET
SAN FRANCISCO 4, CALIFORNIA

TELEPHONE: EXBROOK 2-7100

MASSACHUSETTS BONDING AND INSURANCE COMPANY

November 195

Victor L. Huber, Attorney at Law
Suite 606, Nagler Building
423 Fourth Street
Marysville, California

Re: W/O Surety Claim # [illegible]
Moyer Gravel Company, Principal
State of Oregon, Obligee
Bond # 860052

Dear Sir:

Your letter of November 19th, 1958 with respect to the claim of your client, Pfeiffer Trucking Company, has been referred to me for necessary reply.

Our Principal, Moyer Gravel Company, informs me that there is owing to Pfeiffer Trucking Company the amount of $ 1,983.46. Apparently the original bill was $ 2,174.10 but Pfeiffer Trucking dumped a load onto the wrong stockpile, resulting in a back charge of $ 190.64, leaving a net bill of $ 1,983.46.

Due to inclement weather this job has been shut down until Spring. Accordingly we can anticipate there will be no completion notice filed on this job until early Spring, and it will not be until after the statutory period has expired that payment of outstanding bills can be considered. Your client's bill along with other bills due on this job, at that time will be given necessary consideration to determine whether they fall within the purview of our bond.

Yours very truly,

F. J. Westfall
Claims Manager

RECEIVED
JAN 13 1959
OREGON
STATE HIGHWAY COMMISSION

FJW:as

RECEIVED
MAR 30 1959
FOR FILING
15 8312

March 27, 1959

Massachusetts Bonding and Insurance Company
315 Montgomery Street
San Francisco 4, California

Attention: Mr. F. J. Westfall
Claims Manager

Gentlemen:

This will acknowledge your letter of March 19 pertaining to State Highway Contract No. 5213 with Moyer Gravel Company, Alturas, California, for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties. We are listing the information which you requested, as follows:

1. Amount paid to date - $23,543.84
   Amount still left for payment (estimated) - $9,269.84
   Retained - $2,592.00

2. Amount of Gravel Stockpiled :

Type	Performed	To Complete
3/4 to 1/2	970.23 cu. yds.	0
1/2 to 1/4	2,815.98 "	1,284.02 cu. yds.
1/4 to #10	0 "	1,100 "
1/4 - 0	3,020 "	30 "

3. Claims:

$ 814.32	E. I. duPont de Nemours & Co., Inc.
5,212.20	Oregon Blasting Co.
3,874.52	Standard Oil Co. of California, Western Operations, Inc.
1,786.52	Pacific Powder Sales Corp. of Oregon
3,449.06	F. H. McEwen
2,344.70	F. H. McEwen
711.39	State Industrial Accident Commission
25.99	Gerretsen Building Supply
$18,218.70	Total

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

Claims

③

$ 814.32	E. I. du Pont de Nemours & Co., Inc.
$5,212.20	Oregon Blasting Co.
$3,874.52	Standard Oil Co. of Calif., Western Operations Inc.
$1,786.52	Pacific Powder Sales Corp. of Oregon
$3,449.06	F. H. McEwen
$2,344.70	F. H. McEwen
$ 711.39	State Industrial Accident Commission
$ 25.99	Gerretsen Building Supply
$18,218.70	

① Am't. paid to date $23,543.84

Am't. still left for payment (Estimated) $9,269.84

Retained $2,592.00

② Am't. of gravel stockpiled

Type	Performed	To Complete
3/4 to 1/2	970.23 cu.yds	0 cu.yds.
1/2 to 1/4	2,815.98 " "	1,284.02 " "
1/4 to #10	0 " "	1,100 " "
1/4 – 0	3,020 " "	30 " "

PACIFIC COAST DEPARTMENT
HENRY G. SHEEHY
VICE PRESIDENT

315 MONTGOMERY STREET
SAN FRANCISCO 4, CALIFORNIA
TELEPHONE: EXBROOK 2-7100

MASSACHUSETTS BONDING AND INSURANCE COMPANY

March 19, 1959

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Gentlemen:

Re: Bond #866952 - Moyer Gravel Company - to
State of Oregon - Furnish crushed rock
Contract #5213, Crater Lake Highway
Our file #98329

It is my understanding from our principal that the work season starts March 15, 1959 and that you will start counting work days as soon as the ground dries to a point where work is feasible. You also ask what our principal's intentions are as to finishing this job.

In order to give you a reply, I would appreciate your giving me the following information:

1. What is the amount paid on the contract to date, and what is the amount still left for payment, upon completion of the job.
2. What is the amount of gravel stockpiled to your satisfaction, and the amount and type of gravel yet to be furnished.
3. ✓ List of creditors and amounts due on which claims have been filed with the State.

I would appreciate receiving this information by return mail, as we wish to avoid further penalty on this job.

Thanking you for your cooperation, I am,

Yours very truly,

F. J. Westfall

F. J. Westfall
Claims Manager

[illegible], please get dope
76

FJW:MT

RECEIVED
MAR 20 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 17 1959
FOR FILING

~~2-24~~
Files

Mar. 16, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Geo. C. Stephens
Public Records Section

Dear Sir:

Thank you for your letter of March 9, which had attached to it three copies of a claim in the sum of $25.99, filed with your office by Little, LeSourd, Palmer, Scott & Slemmons on behalf of Gerretsen Building Supply Company for materials furnished to Oregon Blasting Company, Inc., subcontractor, for Moyer Construction Company on our Contract No. 5213, your file No. 3637.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

NOTED ON CARD
em

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

March 9, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
FLOYD QUERY

Dear Mr. Query:

We have received from Max D. Crittenden, c/o Messrs. Little, LeSound, Palmer, Scott & Slemmons, 15th Floor, Hoge Building, Seattle 4, Washington, attorney and filed as of this date a notice of claim by Gerretsen Building, Supply Company for material consisting of dynamite and blasting supplies furnished by the Gerretsen Building, Supply Company to Oregon Blasting Co., Inc., subcontractor, in the sum of $25.99 against the bond taken from Moyer Construction Co., P. O. Box 25, Alturas, California and Massachusetts Bond and Insurance Company, surety, for the work on the rock production project in Jackson and Klamath Counties, the Prospect-Park Boundary Section on the Crater Lake Highway, Oregon State Highway Contract No. 5213.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

GS:FK
Enc.

NOTED ON CARD
em

RECEIVED
MAR 1 8 1959

NOTED
C W HEAD

NOTICE OF CLAIM OF LIEN

TO: STATE OF OREGON
Oregon State Highway Department
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned Gerretsen Building Supply Company has a claim for materials consisting of dynamite and blasting supplies furnished by the undersigned to Oregon Blasting Co., Inc., subcontractor, in the sum of $25.99 against the bond taken from Moyer Construction Co., P. O. Box 25, Alturas, California and Massachusetts Bonding and Insurance Company for the work on the rock production project in Jackson and Klamath Counties, the Prospect-Park Boundary Section on the Crater Lake Highway, Oregon State Highway Contract No. 5213.

Dated February 28, 1959.

GERRETSEN BUILDING SUPPLY COMPANY
By W. H. Gerretsen, Mgr.
Its

LAW OFFICES
LITTLE, LESOURD, PALMER, SCOTT & SLEMMONS
15TH FLOOR, HOGE BUILDING
SEATTLE 4, WASHINGTON
MAIN 2-4814
CABLE ADDRESS "LILE"

HERBERT S. LITTLE
F. A. LESOURD
ROBERT L. PALMER
WALTER KANE SCOTT
WARREN R. SLEMMONS
WOOLVIN PATTEN
KENNETH A. COX
GRIFFITH WAY
SERGE S. GORNY
BROCKMAN ADAMS
KEITH M. CALLOW
JOHN T. PIPER
MAX D. CRITTENDEN

JOSEPH E. GANDY
OF COUNSEL
LAURENCE A. KNAPP
WASHINGTON, D. C. PARTNER
910 SEVENTEENTH STREET N.W.
EXECUTIVE 3-3515
JAPAN CORRESPONDENT
THOMAS L. BLAKEMORE
512 FUKOKU BUILDING
TOKYO, JAPAN
CABLE "BLAKELAW TOKYO"

March 6, 1959

State of Oregon
Oregon State Highway Department
Salem, Oregon

Re: Oregon State Highway Contract No. 5213

Gentlemen:

Enclosed for filing is a Notice of Claim of Lien in the above entitled project.

Would you please file this Notice of Claim of Lien and furnish me with a receipt indicating filing.

We have also filed a duplicate original of this Notice of Claim of Lien with the Oregon Secretary of State.

Very truly yours,

LITTLE, LeSOURD, PALMER,
SCOTT & SLEMMONS

By Max D. Crittenden
Max D. Crittenden

MDC:kc

Encl.

Ok,
Secty of State's notice
should be here shortly.
76

NOTED
OYD QUERY

RECEIVED
MAR 9 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

A E M

files

RECEIVED
MAR 17 1959
FOR FILING

15-X-212

[illegible]

Mar. 16, 1959

Massachusetts Bonding and Insurance Co.
415 Builders Exchange Bldg.
320 S. W. Stark St.
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

Attached is a copy of a claim in the amount of $25.99 which has been filed with the Secretary of State by Little, Lefourd, Palmer, Scott & Slemmons, on behalf of Gerretsen Building Supply Company for materials furnished to Oregon Blasting Company, Inc., subcontractors for Moyer Construction Company, Alturas, Calif., on our Contract No. 5213, for rock production project on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:cm
Attach.

cc: Granville D. Morgan
429 Builders Exchange Bldg.
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, Calif.

NOTED ON CARD
em

NOTICE OF CLAIM OF LIEN

TO: STATE OF OREGON
Oregon State Highway Department
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned Gerretsen Building Supply Company has a claim for materials consisting of dynamite and blasting supplies furnished by the undersigned to Oregon Blasting Co., Inc., subcontractor, in the sum of $25.99 against the bond taken from Moyer Construction Co., P. O. Box 25, Alturas, California and Massachusetts Bonding and Insurance Company for the work on the rock production project in Jackson and Klamath Counties, the Prospect-Park Boundary Section on the Crater Lake Highway, Oregon State Highway Contract No. 5213.

Dated February 28, 1959.

GERRETSEN BUILDING SUPPLY COMPANY

By H. G. Gerretsen, Mgr.
Its

File # 3637

FILED
MAR 9 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTED ON CARD
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MAR 9 - 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

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FOR FILING

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5213

Files

Mar. 13, 1959

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Bldg.
320 S. W. Stark St.
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

We have received a letter from the State Industrial Accident Commission stating that they have filed a claim with the Secretary of State for contributions in the sum of $711.39, based on a payroll audit through Sept. 27, 1958, against the bond taken from Massachusetts Bonding and Insurance Company because of the failure of Oregon Blasting Company, Inc., a subcontractor under Moyer Gravel Company, to pay the contributions due under State Highway Contract No. 5213 for furnishing crushed material in stock piles on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

cc: Granville D. Morgan
429 Builders Exchange Bldg.
Portland, Oregon

Moyer Gravel Company
P. O. Box 25
Alturas, Calif.

Commissioners
Williams
Cooper

NOTED ON CARD
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RECEIVED
MAR 16 1959
FOR FILING

files

Mar. 13, 1959

State Industrial Accident Commission
Public Service Building
Salem, Oregon

Attention: H. E. Osborn
Assistant Commissioner

Gentlemen:

This will acknowledge receipt of your letter stating that your Commission has a claim for contributions in the sum of $711.39, based on a payroll audit through Sept. 27, 1958, against the bond taken from Massachusetts Bonding and Insurance Company because of the failure of Oregon Blasting Company, Inc., a subcontractor under Moyer Gravel Company, to pay the contributions due under State Highway Contract No. 5213, for furnishing crushed material in stockpiles on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

Our Construction Division informs us that this project is 78% completed.

The Massachusetts Bonding and Insurance Company, through Granville D. Morgan, 429 Builders Exchange Building, Portland, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

We note from your letter that the Secretary of State has been notified of this claim. We are making the necessary notations in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWM:em

NOTED ON CARD
em

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON

ATTENTION: Collections

February 16, 1959

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Re: Firm No. 217322, Oregon Blasting Co., Inc.

Gentlemen:

Notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $711.39 based on a payroll audit through September 27, 1958, against the bond taken from Massachusetts Bonding and Insurance Company because of the failure of Oregon Blasting Co., Inc., a subcontractor under Moyer Gravel Company, to pay the contributions due under State Highway Contract No. 5213 for furnishing crushed material in stock piles on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

We understand that this contract has now been completed.

Very truly yours,

H E Osborn
H. E. OSBORN
Assistant Commissioner
STATE INDUSTRIAL ACCIDENT COMMISSION

HEO:R:lr

cc.- Secretary of State
Capitol Building
Salem, Oregon

cc.- Massachusetts Bonding and Insurance Co.
c/o Granville D. Morgan, Agent
429 Builder's Exchange Building
Portland, Oregon

cc.- Moyer Gravel Company
P. O. Box 1330
Alturas, California

RECEIVED
FEB 18 1959

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RECEIVED
MAR - 1 1959
FOR FILING
15-8313
5213

Mar. 3, 1959

Clarence D. Porter
Claims Adjuster
920 Failing Bldg.
Portland 4, Oregon

Dear Mr. Porter:

This will acknowledge your letter of Feb. 26, regarding State Highway Contract No. 5213, with Moyer Gravel Company, for the rock production project in Prospect-Park Boundary Section in Jackson and Klamath Counties.

We do not have a record of a copy of the subcontract and bond furnished by the Oregon Blasting Company to the Moyer Gravel Company in the penalty of $6150.

However, we do have in our file a copy of a contract and bond furnished by the prime contractor for this project, Moyer Gravel Company.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CVH:em

CLARENCE D. PORTER
CLAIMS ADJUSTER
920 FAILING BUILDING
PORTLAND 4, OREGON
CA 3-2746

FIDELITY - SURETY - BURGLARY
CLAIMS EXCLUSIVELY

BONDING INVESTIGATIONS

February 26th, 1959

Secretary, Oregon State Highway Commission
Highway Commission Building
Salem, Oregon

Dear Sir:

Re - State Contract #5213
Moyer Gravel Co. - Rock Production

Do you have of record a copy of a sub-contract bond furnished by the Oregon Blasting Company to the Moyer Gravel Company in the penalty of $6150 and executed by the Aetna Insurance Company, as surety.

If so, could I have a photostat of the same. I will be glad to reimburse you for any expense for the photostat.

Thanks.

Yours very truly,

Clarence D. Porter

Clarence D. Porter

CDP:DP

[illegible]
please check

RECEIVED
FEB 27 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 17 1959
FOR FILING

[illegible]
5213

Files

February 16, 1959

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Building
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

Attached is a copy of a claim in the amount of $3,449.06, which has been filed with the Secretary of State by Luvaas, Cobb and Richards, Eugene, on behalf of F. H. McEwen for rentals, supplies and materials furnished to Moyer Gravel Co. on our Contract No. 5213 for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC;
Granville D. Morgan
429 Builders Exchange Building
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, California

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD
em

NOTICE OF CLAIM

Contract No. 5213

Prospect-Park Boundary Section
Crater Lake Highway, Jackson and Klamath Counties

TO: THE SECRETARY OF STATE, STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, F. H. McEWEN, has a claim for rentals, supplies and materials furnished to [illegible] GRAVEL COMPANY in the sum of THREE THOUSAND FOUR HUNDRED FORTY NINE and 06/100 DOLLARS ($3,449.06) against the bond taken from Massachusetts Bonding & Insurance Company for the work in connection with the above described contract.

File # 3632

FILED
FEB 6 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

F. H. McEwen

RECEIVED
B 17 1959
FOR FILING

files

February 16, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens
Public Records Section

Dear Sir:

Thank you for your letter of February 6 which had attached to it three copies of a claim in the sum of $3,449.06, filed in your office by Luvaas, Cobb and Richards, Eugene, on behalf of F. H. McEwen for rentals, supplies, and materials furnished to Moyer Gravel Company on our Contract No. 5213, your File No. 3632.

Acknowledgement is made also of three copies of a claim in the amount of $2,344.77, filed in your office by Luvaas, Cobb and Richards, on behalf of F. H. McEwen for rentals, supplies and materials furnished to Oregon Blasting Company, Inc., subcontractor to Moyer Gravel Co. on our Contract No. 5213, your file No. 3634.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:ￜp

NOTED ON CARD
em

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

February 6, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Luvaas, Cobb and Richards, 307 Eugene Legal Center, 858 Pearl Street, Eugene, Oregon and filed as of this date, two notices of claim by F. H. McEwen for rentals, supplies and materials furnished to Moyer Gravel Company for $3,449.06 against the bond taken from Massachusetts Bonding and Insurance Company, surety and Moyer Gravel Company, principal for the work in connection with the Prospect-Park Boundary Section, Crater Lake Highway, Jackson and Klamath Counties.

State Highway Contract No. 5213. Our file no. 3632.

We have also received the notice of claim by F. H. McEwen for rentals, supplies and materials furnished unto Oregon Blasting Co., Inc. in the sum of $2,344.70 against the bond taken from Oregon Blasting Company, principal and Aetna Insurance Company, surety, for the work in connection with the Prospect-Park Boundary Section, Crater Lake Highway, Jackson and Klamath Counties.

State Highway Contract No. 5213. Our file no. 3634.

We are enclosing 3 copies of both claims for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo C Stephens
Public Records Section

RECEIVED
FEB 13 1959
[illegible]
STATE HIGHWAY COMMISSION

GS:er

NOTICE OF CLAIM

Contract No. 5213

Prospect-Park Boundary Section
Crater Lake Highway, Jackson and Klamath Counties

TO: THE SECRETARY OF STATE, STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, F. H. McEWEN, has a claim for rentals, supplies and materials furnished to MOYER GRAVEL COMPANY in the sum of THREE THOUSAND FOUR HUNDRED FORTY NINE and 06/100 DOLLARS ($3,449.06) against the bond taken from Massachusetts Bonding & Insurance Company for the work in connection with the above described contract.

File # 3632

FILED
FEB 6 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

F. H. McEwen

NOTICE OF CLAIM

Contract No. 5213
Prospect-Park Boundary Section
Crater Lake Highway, Jackson and Klamath Counties

TO: THE SECRETARY OF STATE, STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, F. H. McEWEN, has a claim for rentals, supplies and materials furnished unto OREGON BLASTING CO., INC., in the sum of TWO THOUSAND THREE HUNDRED FORTY FOUR and 77/100 DOLLARS ($2,344.77) against the bond taken from Aetna Insurance Company for the work in connection with the above described contract.

F. H. McEwen

Files # 3634

FILED
FEB 11 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
B 17 1959
FOR FILING

[illegible]
5213

Files

February 16, 1959

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Building
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

Attached is a claim in the amount of $2,344.77 which has been filed with the Secretary of State by Luvaas, Cobb & Richards, Eugene, on behalf of F. H. McEwen for rentals, supplies and materials furnished to Oregon Blasting Company, Inc., subcontractor for Moyer Gravel Co., on our Contract No. 5213 for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Granville O. Morgan
427 Builders Exchange Building
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, California

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD
JM

NOTICE OF CLAIM

Contract No. 5213
Prospect-Park Boundary Section
Crater Lake Highway, Jackson and Klamath Counties

TO: THE SECRETARY OF STATE, STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, F. H. McEWEN, has a claim for rentals, supplies and materials furnished unto OREGON BLASTING CO., INC., in the sum of TWO THOUSAND THREE HUNDRED FORTY FOUR and 77/100 DOLLARS ($2,344.07) against the bond taken from Aetna Insurance Company for the work in connection with the above described contract.

/s/ F. H. McEwen

CERTIFIED A TRUE COPY:

LUVAAS, COBB & RICHARDS
ATTORNEYS AT LAW
307 EUGENE LEGAL CENTER
858 PEARL STREET
EUGENE, OREGON

February 12, 1959

Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re; Contract No. 5213

Dear Mr. Query:

With reference to your letter of February 10 and the above captioned contract we enclose herein true copies of Notice of Claim against Moyer Gravel Company and Oregon Blasting Co., Inc., together with letter from the Secretary of State acknowledging the same.

I trust that the same will be sufficient for your records and if not please advise.

Yours very truly,

RALPH F. COBB

RFC/m
enc

RECEIVED
FEB 13 1959

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR
SECRETARY OF STATE

February 6, 1959

Luvaas, Cobb & Richards
307 Eugene Legal Center
858 Pearl Street
Eugene, Oregon

Gentlemen:

We have received and filed as of this date, two notices of claim by F. H. McEwen for rentals, supplies and materials furnished to Moyer Gravel Company for $3,449.06 against the bond taken from Massachusetts Bonding and Insurance Company, surety and Moyer Gravel Company, principal, for the work in connection with the Prospect-Park Boundary Section, Crater Lake Highway, Jackson and Klamath Counties. State Highway Contract No. 5213.

Our File no. 3632.

We have also the notice of claim by F. H. McEwen for rentals, supplies and materials furnished into Oregon Blasting Co., Inc. in the sum of $2,344.70 against the bond taken from Oregon Blasting Co., principal and Aetna Insurance Company, surety for the work in connection with the Prospect-Park Boundary Section, Crater Lake Highway, Jackson and Klamath Counties. State Highway Contract No. 5213.

Our File #No. 3634.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By
Public Records Section

CERTIFIED A TRUE COPY:

GS:er

NOTICE OF CLAIM

Contract No. 5213

Prospect-Park Boundary Section
Crater Lake Highway, Jackson and Klamath Counties

TO: THE SECRETARY OF STATE, STATE OF OREGON:

NOTICE IS HEREBY GIVEN that the undersigned, F. H. McEWEN, has a claim for rentals, supplies and materials furnished to MOYER GRAVEL COMPANY in the sum of THREE THOUSAND FOUR HUNDRED FORTY NINE and 06/100 DOLLARS ($3,449.06) against the bond taken from Massachusetts Bonding & Insurance Company for the work in connection with the above described contract.

/s/ F. H. McEwen

CERTIFIED A TRUE COPY:

ATTORNEY

[illegible]

[illegible]

Project No. [illegible] Section
Gravel [illegible] Highway, [illegible] Counties

TO: THE SECRETARY OF STATE, STATE OF GEORGIA.

NOTICE IS HEREBY GIVEN that the undersigned, F. H. [illegible], has a claim for rentals, supplies and materials furnished to MOORE GRAVEL COMPANY in the sum of THREE THOUSAND FOUR HUNDRED FORTY NINE and 06/100 DOLLARS ($3,449.06) against the bond taken from [illegible] Bonding & Insurance Company for the work in connection with the above described contract.

File # 3632

FILED
FEB 6 1959
HOWELL APPLING, JR
SECRETARY OF STATE

F. H. [illegible]

FILED
[illegible] 1959
HOWELL APPLING, JR
SECRETARY OF STATE

RECEIVED
FEB 17 1959
FOR FILING

[illegible]

5213

files

February 13, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens
Public Records Section

Dear Sir:

Thank you for your letter of February 6, 1959, which had attached to it three copies of a claim in the sum of $1,786.52, filed in your office by Little, LeSourd, Palmer, Scott & Slemmons, Seattle, on behalf of Pacific Powder Sales Corporation of Oregon for materials furnished to Oregon Blasting Co., Inc., subcontractor for Moyer Gravel Company, on our Contract No. 5213, your File No. 3631.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
em

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

February 6, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, from you a copy of the letter from Little, LeSourd, Palmer, Scott & Slemmons, 15th Floor, Hoge Building, Seattle 4, Washington enclosing a notice of claim by Pacific Powder Sales Corporation of Oregon for materials furnished by the Pacific Powder Sales Corporation of Oregon to Oregon Blasting Co., Inc., sub-contractor, in the sum of $1,786.52 against the bond taken from Moyer Construction Co., P.O. Box 25, Alturas, California, principal, and Massachusetts Bonding and Insurance Company for the work on the rock production project in Jackson and Klamath Counties, the Prospect-Park Boundary Section on the Crater Lake Highway.

State Highway Contract No. 5213.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo Stephens
Public Records Section

GS:er

RECEIVED
FEB 13 1959

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FOR FILING

15 5213

5213

February 13, 1959

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Building
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

Attached is a copy of a claim in the amount of $1,766.52 which has been filed with the Secretary of State by Little, LeSourd, Palmer, Scott & Slemmons, Seattle, on behalf of Pacific Powder Sales Corporation of Oregon, for materials furnished to Oregon Blasting Company, Inc., subcontractor for Moyer Gravel Co. on our Contract No. 5213 for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Granville D. Morgan
429 Builders Exchange Building
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, California

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD
om

CWH:fp

NOTICE OF CLAIM OF LIEN

TO: STATE OF OREGON
Oregon State Highway Department
Salem, Oregon

NOTICE is hereby given that the undersigned Pacific Powder Sales Corporation of Oregon has a claim for materials consisting of dynamite and blasting supplies furnished by the undersigned to Oregon Blasting Co., Inc., subcontractor, in the sum of $1,786.52 against the bond taken from Moyer Construction Co., P. O. Box 25, Alturas, California and Massachusetts Bonding and Insurance Company for the work on the rock production project in Jackson and Klamath Counties, the Prospect-Park Boundary Section on the Crater Lake Highway, Oregon State Highway Contract No. 5213.

Dated January 26, 1959.

File # 3631

FILED
FEB 5 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

PACIFIC POWDER SALES CORPORATION
OF OREGON

By ______________________
Its Vice President and
General Manager

RECEIVED
FEB 11 1959
FOR FILING

[illegible]

5213

February 10, 1959

Luvaas, Cobb & Richards
Attorneys at Law
307 Eugene Legal Center
858 Pearl Street
Eugene, Oregon

Attention: Ralph F. Cobb

Gentlemen:

The affidavit referred to in our letter of February 2 concerning copies of Contract No. 5213 should have been an affidavit concerning a claim against the contract.

If you could supply us with an affadavit of claim form it will be appreciated.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

LUVAAS, COBB & RICHARDS
ATTORNEYS AT LAW
307 EUGENE LEGAL CENTER
858 PEARL STREET
EUGENE, OREGON

JOHN L. LUVAAS
RALPH F. COBB
JOE B. RICHARDS

TELEPHONE
DIAMOND 5-0501

February 9, 1959

Mr. Floyd Query, Secretary
State Highway Department
Salem, Oregon

RE: Your Contract No. 5213

Dear Mr. Query:

Thank you kindly for your letter dated February 2, relative to the above captioned matter.

You make reference therein to an affidavit being received covering the contract and I should like to know whether or not you are referring to a notice of claim against the contract or some indication that we have received this contract and are holding it to be returned to you.

I would like very much to have this matter cleared up so that I may comply with whatever you might need.

Yours very truly,

RALPH F. COBB

RFC/m

RECEIVED
FEB 1 0 1959
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING
15-2213
5212

files

February 5, 1959

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Building
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

Attached is a copy of a letter from Luvaas, Cobb & Richards, Attorneys at Law, Eugene, informing us that they are going to file a notice of claim against the Oregon Blasting Company, a subcontractor to Moyer Gravel Co., in the amount of $2,344.07, and against Moyer Gravel Co. in the amount of $3,449.06. This appears to be in connection with our rock production project on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties, our Contract No. 5213.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Granville D. Morgan
429 Builders Exchange Building
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, California

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD
om

LUVAAS, COBB & RICHARDS
ATTORNEYS AT LAW
[illegible] LEGAL CENTER
[illegible] PEARL STREET
EUGENE, OREGON

JOHN M. LUVAAS
RALPH F. COBB
JOE B. RICHARDS

TELEPHONE
[illegible]

February 3, 1959

Mr. C. W. Head, Assistant Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

RE: Your contract No. 5213

Dear Mr. Head:

I am writing again with reference to the above contract and should like to advise that I would like to file notice of claim against the Oregon Blasting Company, who is a subcontractor to Moyer Gravel Company, in the amount of $2,344.07, and against Moyer Gravel Company in the amount of $3,449.06.

Would you kindly advise of or forward any forms necessary for the purpose of filing said notice by return mail.

Thank you kindly.

Yours very truly,

RALPH F. COBB

RFC/m

RECEIVED
FEB 4 1959
OREGON
STATE HIGHWAY COMMISSION

Files

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FEB 6 1959
FOR FILING

15-1213

5213

Feb. 4, 1959

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Bldg.
320 S. W. Stark St.
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

Attached is a copy of a claim in the amount of $1,786.52, which has been submitted to this office for filing with the Secretary of State by Pacific Powder Sales Corporation of Oregon for materials furnished to Oregon Blasting Company, Inc., subcontractor for Moyer Gravel Company.

This appears to be in connection with our Contract No. 5213, for Prospect-Park Boundary Section Rock Production Project in Jackson and Klamath Counties.

We provide this information as your company appears as surety on the performance bond furnished for this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

cc: Granville D. Morgan
429 Builders Exchange Bldg.
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, Calif.

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

em

NOTICE OF CLAIM OF LIEN

TO: STATE OF OREGON
Oregon State Highway Department
Salem, Oregon

NOTICE is hereby given that the undersigned Pacific Powder Sales Corporation of Oregon has a claim for materials consisting of dynamite and blasting supplies furnished by the undersigned to Oregon Blasting Co., Inc., subcontractor, in the sum of $1,786.52 against the bond taken from Moyer Construction Co., P. O. Box 25, Alturas, California and Massachusetts Bonding and Insurance Company for the work on the rock production project in Jackson and Klamath Counties, the Prospect-Park Boundary Section on the Crater Lake Highway, Oregon State Highway Contract No. 5213.

Dated January 26, 1959.

PACIFIC POWDER SALES CORPORATION
OF OREGON
By ______________________
Its Vice President and
General Manager

RECEIVED
FEB 6 1959
FOR FILING
[illegible]

5213

Files

February 4, 1959

Luvaas, Cobb & Richards
Attorneys at Law
307 Eugene Legal Center
858 Pearl Street
Eugene, Oregon

Attention: Mr. Ralph F. Cobb

Gentlemen:

Your letter of February 3, 1959, was received in this morning's mail, informing us that you would like to file notice of claim against the Oregon Blasting Company and the Moyer Gravel Company in connection with State Highway Contract No. 5213, and requesting the necessary forms for filing your claim.

The claim should be filed with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the filing procedure.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

Enc.
CWH:fp

NOTED ON CARD
em

LUVAAS, COBB & RICHARDS
ATTORNEYS AT LAW
307 EUGENE LEGAL CENTER
858 PEARL STREET
EUGENE, OREGON

JOHN L. LUVAAS
RALPH F. COBB
JOE B. RICHARDS

TELEPHONE
DIAMOND 5-0501

February 3, 1959

Mr. C. W. Head, Assistant Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

RE: Your contract No. 5213

Dear Mr. Head:

I am writing again with reference to the above contract and should like to advise that I would like to file notice of claim against the Oregon Blasting Company, who is a subcontractor to Moyer Gravel Company, in the amount of $2,344.07, and against Moyer Gravel Company in the amount of $3,449.06.

Would you kindly advise of or forward any forms necessary for the purpose of filing said notice by return mail.

Thank you kindly.

Yours very truly,

RALPH F. COBB

RFC/m

RECEIVED
FEB 4 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 6 1959
FOR FILING

[illegible]

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files

Feb. 3, 1959

Little, LeSourd, Palmer,
Scott & Slemmons
15th Floor, Hoge Bldg.
Seattle 4, Wash.

Gentlemen:

This will acknowledge your letter of Feb. 2, 1959, and the attached notice of claim of Pacific Powder Sales Corporation of Oregon for materials furnished to Oregon Blasting Co., Inc., subcontractor, in the sum of $1,786.52, against the bond taken from Moyer Construction Co., P. O. Box 25, Alturas, Calif., in connection with our Contract No. 5213, for Prospect-Park Boundary Section Rock Production Project in Jackson and Klamath Counties.

So that there will be no misinterpretation of the law, we are forwarding this claim for filing to the Secretary of State. In the meantime, the claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

NOTED ON CARD

LAW OFFICES

LITTLE, LESOURD, PALMER, SCOTT & SLEMMONS

15TH FLOOR, HOGE BUILDING
SEATTLE 4, WASHINGTON
MAIN 2-4814
CABLE ADDRESS "LILE"

HERBERT S. LITTLE
F. A. LESOURD
ROBERT L. PALMER
WALTER KANE SCOTT
WARREN R. SLEMMONS
WOOLVIN PATTEN
KENNETH A. COX
GRIFFITH WAY
SERGE S. GORNY
BROCKMAN ADAMS

KEITH M. CALLOW
JOHN T. PIPER
MAX D. CRITTENDEN

JOSEPH E. GANDY
OF COUNSEL

LAURENCE A. KNAPP,
WASHINGTON, D. C. PARTNER
810 SEVENTEENTH STREET N.W.
EXECUTIVE 3-3815

JAPAN CORRESPONDENT
THOMAS L. BLAKEMORE
512 FUKOKU BUILDING
TOKYO, JAPAN
CABLE "BLAKELAW TOKYO"

February 2, 1959

State of Oregon
Oregon State Highway Department
Salem, Oregon

Re: Oregon State Highway Contract No. 5213

Gentlemen:

Enclosed for filing is a Notice of Claim of Lien in the above entitled project.

Would you please file this Notice of Claim of Lien and furnish me with a receipt indicating filing.

Very truly yours,

LITTLE, LeSOURD, PALMER,
SCOTT & SLEMMONS

By Max D. Crittenden
Max D. Crittenden

MDC:kc

Encl.

RECEIVED
FEB 3 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FEB 6 1959
FOR FILING

15-K213

5213

file

Feb. 3, 1959

Hon. Howell Appling
Secretary of State
Salem, Oregon

Attention: Geo. C. Stephens
Public Records Section

Dear Sir:

Attached is a notice of claim for filing received from Little, LeSourd, Palmer, Scott & Slemmons, Attorneys, Seattle, Washington, on behalf of Pacific Powder Sales Corporation of Oregon for materials in the amount of $1,786.52, furnished to Oregon Blasting Company, Inc., subcontractor for Moyer Construction Company on our Contract 5213, for Prospect-Park Boundary Section Rock Production Project in Jackson and Klamath Counties.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em
Attach.

cc: Little, LeSourd, Palmer,
Scott & Slemmons
15th Floor, Hoge Bldg.
Seattle 4, Wash.

NOTED ON CARD
em

NOTICE OF CLAIM OF LIEN

TO: STATE OF OREGON
Oregon State Highway Department
Salem, Oregon

NOTICE is hereby given that the undersigned Pacific Powder Sales Corporation of Oregon has a claim for materials consisting of dynamite and blasting supplies furnished by the undersigned to Oregon Blasting Co., Inc., subcontractor, in the sum of $1,786.52 against the bond taken from Moyer Construction Co., P. O. Box 25, Alturas, California and Massachusetts Bonding and Insurance Company for the work on the rock production project in Jackson and Klamath Counties, the Prospect-Park Boundary Section on the Crater Lake Highway, Oregon State Highway Contract No. 5213.

Dated January 26, 1959.

PACIFIC POWDER SALES CORPORATION
OF OREGON

By ________________
Its Vice President and
General Manager

A

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FEB 3 1959
FOR FILING
15-8312
5213

Feb. 2, 1959

Luvaas, Cobb & Richards
307 Eugene Legal Center
858 Pearl St.
Eugene, Oregon

Attn.: Ralph F. Cobbs

Gentlemen:

This will acknowledge your letter of Jan. 29, 1959, pertaining to the Moyer Gravel Company, Contract No. 5213, Prospect-Park Boundary Rock Production Project in Jackson and Klamath Counties.

Attached is a copy of the contract and bond covering this project. We do not normally furnish these until we have received an affidavit. Please furnish us with an affidavit covering this contract for our files.

Our Construction Division informs us that the Oregon Blasting Company is a subcontractor for Moyer Gravel Company. We do not have copies of bonds on subcontractors.

The State does not recognize subcontractors on projects but looks to the prime contractor and bonding company for a satisfactory completion of the contract and payment of bills incurred.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em
Attach.

JOHN L. LUVAAS
RALPH F. COBB
JOE B. RICHARDS

LUVAAS, COBB & RICHARDS
ATTORNEYS AT LAW
307 EUGENE LEGAL CENTER
858 PEARL STREET
EUGENE, OREGON

TELEPHONE
DIAMOND 5-0501

January 29, 1959

Mr. C. W. Head, Assistant Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

RE: Your Contract No. 5213

Dear Mr. Head:

Thank you very much for your letter of December 31, 1958, relative to the Prospect-Park Boundary Section, Crater Lake Highway, in Jackson and Klamath Counties matter between F. H. McEwen and Moyer Gravel Company and Oregon Blasting Company.

✓ I should like very much if you could forward a copy of the bond given by Massachusetts Bonding & Insurance Company by Moyer Gravel Company.

Sub-

✓ We are also making claim against Oregon Blasting Company ~~and~~ understand that they were also bonded on the job by Aetna Insurance Company and if you have a copy of any such bond as given by them it too would be appreciated.

Thank you kindly.

Yours very truly,

RALPH F. COBB

RFC/m

RECEIVED
JAN 30 1959
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 27 1959
FOR FILING
15-12-2
5213

file

January 26, 1959

Massachusetts Bonding & Insurance Co.
615 Builders Exchange Building
520 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

Attached is a copy of a claim in the amount of $3,874.52 which has been filed with the Secretary of State by Koerner, Young, McColloch & Dezendorf, attorneys, on behalf of the Standard Oil Company of California, Western Operations, Inc., for petroleum products furnished to Moyer Gravel Company, on our Contract No. 5213, rock production project on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Granville D. Morgan
429 Builders Exchange Building
Portland 4, Oregon

Moyer Gravel Co.
P. O. Box 29
Alturas, California

Koerner, Young, McColloch & Dezendorf
Pacific Building, Eighth Floor
Portland 4, Oregon

NOTED ON CARD

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTICE OF CLAIM AGAINST BOND

To: The State of Oregon (State Highway Department)
and
The Secretary of State

NOTICE IS HEREBY GIVEN that STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC., a corporation, has a claim in the amount of $3,874.52 together with interest thereon at the rate of 6% per annum from January 1, 1959, against the bond taken from MOYER GRAVEL COMPANY of Alturas, California, on which bond the Massachusetts Bonding & Insurance Company is Surety, and which bond was taken in connection with Oregon State Highway Job No. 5213, involving the Crater Lake - Diamond Lake Highway.

The claim of Standard Oil Company of California, Western Operations, Inc. is based upon materials and supplies, namely petroleum products supplied by it to Moyer Gravel Company, the General Contractor on said work. The said materials and supplies were furnished and delivered during the period from June 25, 1958 to November 26, 1958, and were used in the performance of the contract and work in connection with which the said bond was taken.

Dated at Portland, Oregon, this 19th day of January, 1959.

File # 3627

FILED
JAN 22 1959
Howell Appling, Jr.
SECRETARY OF STATE

STANDARD OIL COMPANY OF CALIFORNIA
WESTERN OPERATIONS, INC.

By

Regional Credit Manager

NOTED ON CARD

RECEIVED
JAN 27 1959
FOR FILING

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5213

January 26, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens
Public Records Section

Dear Sir:

Thank you for your letter of January 22, which had attached to it three copies of a claim in the sum of $3, 874. 52, filed with your office by Koerner, Young, McColloch & Dezendorf, attorneys, on behalf of Standard Oil Company of California, Western Operations, Inc., for materials and supplies furnished to Moyer Gravel Company on our Contract No. 5213, your file No. 3627.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

January 22, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Koerner, Young, McCollock and Dezendorf, Eighty Floor, Pacific Building, Portland 4, Oregon, Attorneys, and filed as of this date, a notice of claim by etc.

We are enclosing 3 copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for your records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Geo A Stephens
Public Records Section

GS:er

RECEIVED
JAN 23 1959
[illegible]
STATE HIGHWAY COMMISSION

NOTED ON CARD

KOERNER, YOUNG, McCOLLOCH & DEZENDORF
ATTORNEYS AT LAW
EIGHTH FLOOR, PACIFIC BUILDING
PORTLAND 4, OREGON
CAPITOL 6-6151

ANDREW KOERNER
CLARENCE J. YOUNG
FRANK C. McCOLLOCH
JAMES C. DEZENDORF
FRANK H. SPEARS
JOHN GORDON GEARIN
WILLIAM F. LUBERSKY
HARRY J. DeFRANCO
GEORGE B. CAMPBELL
EDWIN L. GRAHAM
JOHN P. BLEDSOE
JAMES D. TREDUP
HERBERT H. ANDERSON
OGLESBY H. YOUNG
WILLIAM J. MOSHOFSKY
JAMES H. CLARKE
WAYNE HILLIARD
JOSEPH LARKIN
MARSHALL C. CHENEY, JR.
JAMES C. INGWERSEN
LEWIS K. SCOTT
NICHOLAS H. ZUMAS
ROBERT W. PACKWOOD
RICHARD S. BORST
DOUGLAS H. STEARNS

DEY, HAMPSON & NELSON
1918 - 1943
HAMPSON, KOERNER, YOUNG & SWETT
1944 - 1947
KOERNER, YOUNG, SWETT & McCOLLOCH
1948 - 1950

January 20, 1959

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Secretary, Oregon State
Highway Commission
State Highway Building
Salem, Oregon

Dear Sir:

We are transmitting herewith the Notice by Standard Oil Company of California, Western Operations, Inc., of claim against the bond given by Moyer Gravel Company as Principal, and Massachusetts Bonding and Insurance Company as Surety, in connection with Oregon State Highway Job No. 5213 involving the Crater Lake - Diamond Lake Highway.

Very truly yours

Harry J. DeFranco

Encl.

Ec, please prepare
usual letters
TE

[illegible]
JAN 21 1959

NOTED ON CARD

NOTICE OF CLAIM AGAINST BOND

To: The State of Oregon (State Highway Department)
and
The Secretary of State

NOTICE IS HEREBY GIVEN that STANDARD OIL COMPANY OF CALIFORNIA, WESTERN OPERATIONS, INC., a corporation, has a claim in the amount of $3,874.52 together with interest thereon at the rate of 6% per annum from January 1, 1959, against the bond taken from MOYER GRAVEL COMPANY of Alturas, California, on which bond the Massachusetts Bonding & Insurance Company is Surety, and which bond was taken in connection with Oregon State Highway Job No. 5213, involving the Crater Lake - Diamond Lake Highway.

The claim of Standard Oil Company of California, Western Operations, Inc. is based upon materials and supplies, namely petroleum products supplied by it to Moyer Gravel Company, the General Contractor on said work. The said materials and supplies were furnished and delivered during the period from June 25, 1958 to November 26, 1958, and were used in the performance of the contract and work in connection with which the said bond was taken.

Dated at Portland, Oregon, this 19th day of January, 1959.

STANDARD OIL COMPANY OF CALIFORNIA
WESTERN OPERATIONS, INC.

By E. A. Stellinker
Regional Credit Manager

RECEIVED
JAN 1 - 1959
FOR FILING

[illegible]
5213

Dec. 31, 1958

Luvaas, Cobb & Richards
307 Eugene Legal Center
858 Pearl St.
Eugene, Oregon

Gentlemen:

This is in reply to your letter of Dec. 30, 1958, regarding the Prospect-Park Boundary Section, Crater Lake Highway, in Jackson and Klamath Counties.

This is our Contract No. 5213; the prime contractor is the Moyer Gravel Company, P. O. Box 25, Alturas, Calif.

The surety is the Massachusetts Bonding and Insurance Co., and their agent is Granville D. Morgan, 429 Builders Exchange Building, Portland, Oregon.

The completion date of this project is not known at this time.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By C. W. Head
Ass't. Secretary

CWH:em

LUVAAS, COBB & RICHARDS
ATTORNEYS AT LAW
307 EUGENE LEGAL CENTER
858 PEARL STREET
EUGENE, OREGON

JOHN L. LUVAAS
RALPH F. COBB
JOE B. RICHARDS

TELEPHONE
DIAMOND 5-0501

December 30, 1958

Oregon State Highway Department
Salem, Oregon

RE: Oregon State Highway Project, Prospect
Park Boundary Section - Crater Lake Highway
Jackson and Klamath Counties

#5213

Gentlemen:

This is to advise that the undersigned represents F. H. McEwen, who was the subcontractor on the above job. It is our understanding that Moyer Gravel Company of Alturas, California, is the prime contractor on this job.

We should like to be advised the date of completion of this job, if the same is completed, and also the present location you have for Moyer Gravel Company.

It is our understanding that this job was covered by bond and would also appreciate knowing the bonding compnay and their representative.

Thank you kindly.

Yours very truly,

RALPH F. COBB

RFC/m

RECEIVED
DEC 31 1958
OREGON
STATE HIGHWAY COMMISSION

~~[illegible]~~
filed

RECEIVED
NOV 13 1958
FOR FILING

15-8313

[illegible]

November 17, 1958

Hon. Mark O. Hatfield
Secretary of State
Salem, Oregon

Attention: Geo. C. Stephens
Public Records Section

Dear Sir:

This will acknowledge your letter of October 30, 1958, to which was attached three copies of a claim in the amount of $5,212.20, filed in your office by LeRoy B. Skousen, attorney in Portland, on behalf of Oregon Blasting Company against Moyer Gravel Company, Alturas, California. This is our Contract No. 5213, your file No. 3618.

Respectfully yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

CWH;fp

NOTED ON CARD
em

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

October 30, 1958

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from LeRoy B. Skousen, attorney, Failing Building, Portland 4, Oregon, and filed as of this date, a notice of claim by Oregon Blasting Company, for drilling, blasting and breaking up of 7665 yards of crushable rock for which payment was to be made at the rate of 68 cents per yard of rock produced from Mill Creek Quarry near Prospect, Oregon, furnished in the sum of $5,212.20, against the bond taken from Moyer Gravel Company of Alturas, California, principal and The Massachusetts Bonding and Insurance Company, 315 Montgomery Street, San Francisco 4, California, surety, for the work on the Prospect-Park Boundary Rock Production, Crater Lake Highway. State Highway Contract No. 5213.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

MARK O. HATFIELD
Secretary of State

By Geo C Stephens

Public Records Section

GS:J
Encls.

RECEIVED
NOV 17 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
NOV 18 1958
FOR FILING

[illegible]
5213

file

November 17, 1958

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Building
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Oregon Blasting Company, inc., Portland, in the amount of $5,212.20 against Moyer Gravel Co. on State Highway Contract No. 5213 for furnishing labor, equipment and materials on the rock production project on Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

By
C. W. Head, Assistant Secretary

Enc.

cc:
Granville D. Morgan
429 Builders Exchange Building
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, California

NOTED ON CARD

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper
CWH:fp

TO STATE HIGHWAY COMMISSION, SALEM, OREGON:

Notice hereby is given that the undersigned Oregon Blasting Company, Inc., an Oregon corporation, has a claim for the furnishing of the labor, equipment and materials for the drilling, blasting, and breaking up into small units of rock suitable for an appropriate jaw crusher the amount of 7665 yards of crushable rock for which payment was to be made at the rate of 68¢ per yard of rock produced from Mill Creek Quarry, near Prospect, Oregon, for the Prospect-Park Boundary Rock Production Project, Crater Lake Highway, Contract #5213, said drilling, blasting and breaking up having been performed by Oregon Blasting Company, Inc., an Oregon corporation, with offices at 121 Failing Building, Portland 4, Oregon, in the sum of five thousand two hundred twelve and 20/100 dollars against the bond taken from Moyer Gravel Company of Alturas, California, as principal, and The Massachusetts Bonding and Insurance Co., 315 Montgomery Street, San Francisco 4, California, as surety, for the work of construction on the Prospect-Park Boundary Rock Production Project, Crater Lake Highway, Contract #5213. That the above work by Oregon Blasting Company, Inc., was performed between July 1, 1958 and September 4, 1958.

OREGON BLASTING COMPANY, INC.

BY Sundwall
John A. Sundwall, president

corporate seal

FILED
OCT 30 1958
MARK O HATFIELD
SECRETARY OF STATE

RECEIVED
OCT 30 1958
MARK O HATFIELD
SECRETARY OF STATE

FORM E 123X 12,500 4-58

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
FOR [illegible]
5213

November 12, 1958

Mr. Henry G. Sheehy
Vice President
Massachusetts Bonding and Insurance Company
315 Montgomery Street
San Francisco 4, California

Dear Mr. Sheehy:

Your request for reconsideration of a request by the Moyer Gravel Company for an extension of time from eighty days to ninety-two days on Contract No. 5213, Prospect-Park Boundary Rock Production Project on the Crater Lake Highway in Jackson and Klamath Counties has been reconsidered.

While we are fully aware of the fact that the project undertaken by Mr. Moyer has proved a difficult and costly one and while we are also aware that both he and your organization stand to lose a considerably sum of money on the contract, we must reaffirm our original decision and deny the request for an extension of time.

On Page 4 of the Additional Special Provisions on this project it is clearly stated that "shortage or inadequacies of labor and equipment shall not be considered to be beyond the contractor's controls, and delays resulting therefrom shall not be considered cause for increase in the number of work days specified for the completion of the work." This statement is crystal clear, and we have no moral right to allow deviations from the intent of the contract.

Very truly yours,

Tom Edwards
Construction Engineer

By

F B Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc: Forrest Cooper
F. D. Morgan

RECEIVED
NOV 13 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
[illegible] 4 - 1958
FOR FILING

15-5213

5213

Nov. 6, 1958

Little, LeSourd, Palmer,
Scott & Slemmons
15th Floor, Hoge Bldg.
Seattle 4, Wash.

Gentlemen:

This will acknowledge your communication of Nov. 4, 1958, informing us that you represent a materialman supplying Oregon State Highway Contract No. 5213, prime contractor Moyer Construction Company, and that it may be necessary for you to file a lien claim on this project.

The job in question is a rock production project in Jackson and Klamath Counties, the Prospect-Park Boundary Section on the Crater Lake Highway.

This project is still incomplete and the estimated date of completion is Nov. 15, 1958.

In the event that you do decide to file a claim, we are attaching excerpts from the Oregon Revised Statutes relating to public contracts, which explains the procedure in detail.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

CH:em

Attach.

LAW OFFICES

LITTLE, LESOURD, PALMER, SCOTT & SLEMMONS

15TH FLOOR, HOGE BUILDING
SEATTLE 4, WASHINGTON
MAIN 2-4814
CABLE ADDRESS "LILE"

HERBERT S. LITTLE
F. A. LESOURD
ROBERT L. PALMER
WALTER KANE SCOTT
WARREN R. SLEMMONS
WOOLVIN PATTEN
KENNETH A. COX
GRIFFITH WAY
SERGE S. GORNY
BROCKMAN ADAMS

KEITH M. CALLOW
JOHN T. PIPER
MAX D. CRITTENDEN

JOSEPH E. GANDY
OF COUNSEL

LAURENCE A. KNAPP
WASHINGTON, D. C. PARTNER
910 SEVENTEENTH STREET N.W.
EXECUTIVE 3-3515

JAPAN CORRESPONDENT
THOMAS L. BLAKEMORE
512 FUKOKU BUILDING
TOKYO, JAPAN
CABLE "BLAKELAW TOKYO"

November 4, 1958

Oregon State Highway Commission
Salem, Oregon

Re: Project No. 52-13
Prospect, Oregon

Gentlemen:

We represent a materialman supplying Oregon State Highway Project No. 52-13, prime contractor Moyer Construction Company. It is likely that it will be necessary to file a lien claim on this project and I would appreciate your advice as to the date this project was accepted or, if it has not yet been accepted, the approximate completion date expected. In addition, I would appreciate being advised of the formal designation of the project as used by your office.

Approx Nov. 15.
Doug Parkes
11/6/58

Very truly yours,

LITTLE, LeSOURD, PALMER,
SCOTT & SLEMMONS

Max D. Crittenden
Max D. Crittenden

[illegible], please prepare reply
F.L.

MDC:bf

RECEIVED
NOV 6 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
NOV 3 - 1958
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

15-8313

5213

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 31, 1958

Mr. Roger E. Moyer
Moyer Gravel Company
P. O. Box 25
Alturas, California

Dear Sir:

Your request for extension of time from eighty days to ninety-two days on Contract No. 5213, Prospect-Park Boundary Rock Production Project on the Crater Lake Highway in Jackson and Klamath Counties is hereby denied.

The inability of your sub-contractor, Oregon Blasting Company, Inc., to blast sufficient rock of a crushable size for use in your small crusher does not constitute a proper claim for any extension of time.

We are returning the original and three copies of your request.

Very truly yours,

Tom Edwards
Construction Engineer

By

F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

cc: Forrest Cooper
F. D. Morgan
Massachusetts Bonding and Insurance Company
c/o Moyer Gravel Company
P. O. Box 25
Alturas, California

RECEIVED
FORREST COOPER

RECEIVED
OCT 31 1958
OFFICE OF
STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION

CONTRACTORS REQUEST
FOR
INCREASE IN NUMBER OF WORKDAYS
TO
COMPLETE CONSTRUCTION CONTRACT

Date October [illegible], 195[illegible]

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We, the undersigned, respectfully request an increase in the number of workdays from 80 days to [illegible] days, within which to complete our Contract No. [illegible], without the assessment of liquidated damages. The said contract is described as follows:
Prospect- [illegible] project on the Crater Lake [illegible], Jackson and Klamath Counties

The dates of the workdays during which prosecution of the work was actually prevented and the conditions or causes which actually prevented the prosecution of work on said dates were as follows:
Inability of our sub-contractor, Oregon Blasting Co., Inc., to blast sufficient rock of a crushable size for us to attain a reasonable production during July and August. This situation has been corrected.

Respectfully submitted,

[illegible] Gravel Co.
Contractor

By Roger E. Moyer

CONSENT OF SURETY

Date October 24, , 1958

We, MASSACHUSETTS BONDING AND INSURANCE COMPANY

a Massachusetts Corporation, as surety on the bond guaranteeing the completion of the contract above-named and listed, hereby join in and consent to said request for an increase in the number of workdays, and hereby agree to remain fully bound as surety in all respects as if the number of workdays remained as stipulated in the original agreement.

Charles R. Armour
Charles R.Armour, Attorney-in-fact

(SEAL)

Granville D. Morgan
Resident Agent

OREGON STATE HIGHWAY COMMISSION

ENGINEERS RECOMMENDATION REGARDING CONTRACTORS REQUEST FOR INCREASE IN NUMBER OF WORKDAYS TO COMPLETE CONSTRUCTION CONTRACT

Investigation has been completed regarding the request (see reverse side) for an increase in the number of workdays within which to complete, without assessment of liquidated damages, the following project:

Contract No. 5213 Contractor Mayer Gravel Co.

Highway Crater Lake

Section Prospect-Park Boundary

Kind of Work Rock Production

It is recommended that the request for increase in the number of workdays within which to complete said contract be DENIED or GRANTED. The reasons for such recommendation are as follows:

Claim disapproved

Recommended for Approval:

Division Engineer

Construction Engineer or Bridge Engineer

State Highway Engineer

Contract No: 5213
Project designation State
State-Federal
Date awarded June 19, 1958
Work started June 25, 1958
Per cent completed 78 Oct. 28, 1958
Date
No. of Workdays Allowed
No. of Workdays Used 77
No. of Added Workdays Requested 12

A

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NOV 6 - 1958

FOR FILING

12-5213

5213

October 30, 1958

Mr. Mark O. Hatfield
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Thank you for your letter of October 27 to which was attached three copies of a claim filed with your office by E. I. du Pont de Nemours & Company against Moyer Gravel Co. for supplies furnished in the amount of $814.32 on the Prospect-Park Boundary Section of the Crater Lake Highway, our Contract No. 5213, your File No. 3617.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:fp

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

October 27, 1958

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from E. I. de Pont de Nemours & Company, Inc., Treasurer's Department, Credit Division, Wilmington 98, Delaware, and filed as of this date, a notice of claim by same for explosives and blasting supplies furnished in the sum of $814.32 against the bond taken from Moyer Gravel Co., principal contractor and Argonaut Insurance Co., surety upon the bond for the work on Oregon Highway project known as Prospect-Park Section of the Crater Lake Highway, Prospect, Oregon and furnished to Oregon Blasting Co., the subcontractor.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

MARK O. HATFIELD
Secretary of State
Geo Stephens
By
Public Records Section

GS:FL
Enc.

RECEIVED
OCT 30 1958
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

A

RECEIVED
NOV 6 - 1958

FOR FILING
[illegible]

5213

October 30, 1958

Massachusetts Bonding & Insurance Co.
415 Builders Exchange Building
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by E. I. du Pont de Nemours & Company, in the amount of $814.32, for explosives and blasting supplies furnished Moyer Gravel Co. on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties, our Contract No. 5213.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Granville D. Morgan
429 Builders Exchange Building
Portland, Oregon

Moyer Gravel Co.
P. O. Box 25
Alturas, California

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

FAQ:fp

NOTED ON CARD

DU PONT

E. I. du Pont de Nemours & Company
Incorporated
Wilmington 98, Delaware

TREASURER'S DEPARTMENT
CREDIT DIVISION

October 23, 1958

CERTIFIED MAIL - AIR MAIL

Secretary of State
State of Oregon
Salem, Oregon

Gentlemen:

PROJECT - PROSPECT-PARK SECTION - CRATER LAKE HIGHWAY
PROSPECT, OREGON

MOYER GRAVEL CO., ALTURAS, CALIF., PRINCIPAL CONTRACTOR
OREGON BLASTING CO., INC., PORTLAND, ORE., SUBCONTRACTOR

Notice hereby is given that the undersigned, E. I. du Pont de Nemours & Co., has a claim for explosives and blasting supplies in the sum of $814.32 against the bond taken from Moyer Gravel Co., principal contractor, and Argonaut Insurance Co., surety, upon the bond for the work on Oregon Highway project known as Prospect-Park Section of the Crater Lake Highway, Prospect, Oregon and furnished to Oregon Blasting Co., the subcontractor.

Will you kindly acknowledge and let us know that the claim has been properly filed.

Certified statement is attached.

Sincerely,

E. B. Nichols

E. B. NICHOLS
ASST. PRODUCT CREDIT MANAGER

beh

File # 3617

RECEIVED
OCT 27 1958
MARK O. HATFIELD
SECRETARY OF STATE

FILED
OCT 27 1958
MARK O. HATFIELD
SECRETARY OF STATE

Jo. Co.

RECEIVED
NOV 6 - 1958
FOR FILING

5213.

5212

REFERRED TO Ellis Middleton
BY SECRETARY
& record on card

October 27, 1958

Massachusetts Bonding and Insurance Company
415 Builders Exchange Building
320 S. W. Stark Street
Portland 4, Oregon

Attention: Mr. Gordon T. Wood
Special Agent

Gentlemen:

The State Highway Commission has received today notification of the claim of the Oregon Blasting Company against Moyer Gravel Company in connection with State Highway Contract No. 5213, awarded to Moyer Gravel Company for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties, Oregon. The claim is in the amount of $5,212.20 for services rendered. I enclose a photo copy of the claim and a copy of a letter from Mr. Leroy B. Skousen, Attorney for the claimant, Oregon Blasting Company, Inc.

The information is given you as the Massachusetts Bonding and Insurance Company appears as surety on the performance bond furnished by Moyer Gravel Company in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:jmc

CC: Moyer Gravel Company
P. O. Box 25
Alturas, California

Granville D. Morgan
429 Builders Exchange Building
Portland, Oregon

NOTED ON CARD
am

LEROY B. SKOUSEN
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
CApitol 7-8545

October 23, 1958

State Highway Commission
Salem,
Oregon

Re: Oregon Blasting Company vs
Moyer Gravel Company

Gentlemen:

I enclose herewith a claim for labor, equipment and material in connection with the drilling, blasting and breaking up of 7665 yards of crushable rock for which payment was to be made at the rate of 68¢ per yard of rock produced from Mill Creek Quarry near Prospect, Oregon, for the Prospect-Park Boundary Rock Production Project, Crater Lake Highway, Contract No. 5213, said drilling, blasting and breaking up having been performed by Oregon Blasting Co. in the sum of $5,212.20. That the work by Oregon Blasting Company, Inc. was performed between July 1, 1958 and September 4, 1958 and Oregon Blasting Company herewith submits its claim of $5,212.20 against the bond taken by Moyer Gravel Company of Alturas, California, as principal, and The Massachusetts Bonding and Insurance Co., 315 Montgomery Street, San Francisco 4, California as surety.

Very truly yours,

Leroy B. Skousen

Leroy B. Skousen

LBS:mh

cc: The Massachusetts Bonding and Insurance Co.
Clarence Porter

ACKNOWLEDGED
H. B. GLAISYER

em

TO STATE HIGHWAY COMMISSION, SALEM, OREGON:

Notice hereby is given that the undersigned Oregon Blasting Company, Inc., an Oregon corporation, has a claim for the furnishing of the labor, equipment and materials for the drilling, blasting, and breaking up into small units of rock suitable for an appropriate jaw crusher the amount of 7665 yards of crushable rock for which payment was to be made at the rate of 68¢ per yard of rock produced from Mill Creek Quarry, near Prospect, Oregon, for the Prospect-Park Boundary Rock Production Project, Crater Lake Highway, Contract #5213, said drilling, blasting and breaking up having been performed by Oregon Blasting Company, Inc., an Oregon corporation, with offices at 1218 Failing Building, Portland 4, Oregon, in the sum of five thousand two hundred twelve and 20/100 dollars against the bond taken from Moyer Gravel Company of Alturas, California, as principal, and The Massachusetts Bonding and Insurance Co., 315 Montgomery Street, San Francisco 4, California, as surety, for the work of construction on the Prospect-Park Boundary Rock Production Project, Crater Lake Highway, Contract #5213. That the above work by Oregon Blasting Company, Inc., was performed between July 1, 1958 and September 4, 1958.

OREGON BLASTING COMPANY, INC.

BY John A. Sundwall
John A. Sundwall, president

corporate seal

RECEIVED
OCT 28 1958
FOR FILING

[illegible]

5313

October 27, 1958

Mr. Leroy B. Skousen
Attorney at Law
Failing Building
Portland 4, Oregon

Dear Mr. Skousen:

This is to acknowledge your letter of October23, 1958 transmitting the claim of the Oregon Blasting Company, Inc. against Moyer Gravel Company for work performed for Moyer Gravel Company in connection with its contract with the Oregon State Highway Commission under State Highway Contract No. 5213, which is described as rock production on the Prospect-Park Boundary Section of the Crater Lake Highway, Jackson and Klamath Counties, Oregon. We note that the claim is in the amount of $5, 212. 20.

We are making note of the claim in the records of this job, but suggest that you file the notice with the Secretary of State in conformity with the provisions of the Oregon statutes covering such matters, excerpts of which I enclose for your ready information.

Pursuant to our usual practice I am calling the claim to the attention of the Massachusetts Bonding and Insurance Company, surety on the performance bond furnished by Moyer Gravel Company in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encl.

RECEIVED
OCT 17 1958
FOR FILING

[illegible]

5213

October 16, 1958

Mr. Clarence D. Porter
Claims Adjuster
920 Failing Building
Portland 4, Oregon

Dear Clarence:

Reply is made to your letter of October 15 inquiring as to claims which may have been filed against Moyer Gravel Company in connection with their rock production contract on the Crater Lake Highway, Jackson and Klamath Counties.

The contract to which you refer is State Highway Contract No. 5213. A search of our records reveals no claims against this job as of today.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

CLARENCE D. PORTER
CLAIMS ADJUSTER
920 FAILING BUILDING
PORTLAND 4, OREGON
CA 3-2746

FIDELITY - SURETY - BURGULARY
CLAIMS EXCLUSIVELY

BONDING INVESTIGATIONS

October 15, 1958

~~5756~~

5273

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Herb:

I wish that you would advise me if any notice of claims have been filed against the Moyer Gravel Company of Alturas, California, which company has a contract with the State of Oregon on a rock production job near Union Creek on the Crater Lake Highway out of Medford.

Your early advices will be appreciated.

Yours sincerely,

Clarence D. Porter

Clarence D. Porter

CDP:DP

ANSWERED
H. B. GLAISYER

RECEIVED
OCT 16 1958
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 6 1958
FOR FILING
5213

Salem, Oregon
September 30, 1958

Contract No. 5213

C. H. Maison
Auditor

Confirming my telephonic request of this date, will you please withhold future payments in connection with State Highway Contract No. 5213, rock production on the Prospect-Park Boundary Section of the Crater Lake Highway, Jackson and Klamath Counties, Moyer Gravel Company, Alturas, California, contractor, until late tomorrow afternoon, October 1.

This is at the request of Mr. Clarence Porter who is representing the Massachusetts Bonding and Insurance Company, who wrote the performance bond on this job. Mr. Porter told me that he would let me know definitely by noon tomorrow, October 1, whether or not payment should be held up for a longer period. I will let you know as soon as I hear from him. If I don't hear from him before 4 o'clock tomorrow it will be satisfactory for you to release the warrant which I understand you will probably receive from the Secretary of State either this afternoon or tomorrow.

H. B. Glaisyer, Secretary

HBG:jmc

cc: Floyd Query

nothing more received from Mr. Porter 10/6/58 1:30 PM
HBG

RECEIVED
SEP 23 1958
FOR FILING

15-[illegible]
5213

September 22, 1958

Mr. Clarence D. Porter
920 Failing Building
Portland 4, Oregon

Dear Sir:

Reference is made to your letter of September 19, 1958, regarding quantities produced on the Prospect-Park Boundary Rock Production Project in Jackson County, State Highway Contract No. 5213.

We are enclosing copies of the Engineer's Estimates 1 and 2 for work done to August 10 and September 10, respectively, and vouchers covering payments on the estimates.

While these copies are not in the true sense of the word photostatic copies, they are true and permanent copies of the documents they represent.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

S. H. Probert
Office Engineer

Encl.

CLARENCE D. PORTER
CLAIMS ADJUSTER
920 FAILING BUILDING
PORTLAND 4, OREGON
CA 3-2746

FIDELITY - SURETY - BURGLARY
CLAIMS EXCLUSIVELY

BONDING INVESTIGATIONS

September 19th, 1958

Oregon State Highway Commission
Salem, Oregon

Attention - Mr. Probert

Dear Mr. Probert:

Re - Contract 5213 - Moyer Gravel Company
Rock Pruduction - Crater Lake Prospect
Park Boundary - Jackson and Klamath Counties

I am representing a sub-contractor's bonding company, which company bonds the Oregon Blasting Company, which was performing under a sub-contract with the Moyer Gravel Company the necessary work of drilling and blasting rock at a quarry where this rock production contract is being performed.

There have developed differences in connection with the progress of the drilling and blasting work, and according to written information my client, the Aetna Insurance Company, has received the Oregon Blasting Company was thrown off the job by the Moyer Gravel Company.

It is necessary, in order to establish the amount of money earned by the Oregon Blasting Company, that I receive a photostat of the August 10th, 1958 estimate, and also the estimate allowed for rock produced up to September 10th, 1958. If you would be good enough to furnish me with these photostat copies at an early date I would appreciate the favor.

With kind personal regards.

Yours very sincerely,

Clarence D Porter

Clarence D. Porter

CDP:DP

RECEIVED
AUG 14 1958
FOR FILING

[illegible]

[illegible]

August 14, 1958

Mr. Clarence D. Porter
Claims Adjuster
920 Failing Building
Portland 4, Oregon

Dear Sir:

As requested in your letter of August 11, we are enclosing a copy of contract and bond No. 5213, awarded to Moyer Gravel Co.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
FAQ:fp

CLARENCE D. PORTER
CLAIMS ADJUSTER
920 FAILING BUILDING
PORTLAND 4, OREGON
CA 3-2746

FIDELITY - SURETY - BURGULARY
CLAIMS EXCLUSIVELY

BONDING INVESTIGATIONS

August 11th, 1958

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Herb:

Re - State Contract No. 5213
Moyer Gravel Co., Alturas, California

Would you kindly supply me with contract and bond book form on the above job. I am interested in the blasting sub-contractor and represent a bonding company.

Thanks, and any expense advise me.

Sincerely,

Clarence D. Porter

CDP:DP

REFERRED TO
[illegible]
Please prepare copy of the contract.

RECEIVED
AUG 12 1958
OREGON
STATE HIGHWAY COMMISSION

FORM 2-123

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
AUG 1 1958
FOR FILING

15-8313

5213

A

July 31, 1958

Moyer Gravel Company
P. O. Box 25
Alturas, California

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5213, awarded June 19, 1958, for Rock Production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED

file

July 23, 1958

Mr. C. R. Armour
Assistant Manager
Massachusetts Bonding and Insurance Company
San Fransico Branch Office
315 Montgomery Street
San Francisco 4, California

Dear Mr. Armour:

Just received is your letter of July 18, 1958 consenting to the assignment by Moyer Gravel Company to the Alturas Branch of the Bank of America of all monies that are now due or which may hereafter become due Moyer Gravel Company in connection with Oregon State Highway Contract No. 5213, for furnishing crushed material in stock piles on Prospect-Park Boundary Section of Crater Lake Highway, Jackson and Klamath Counties.

We are accepting your letter as approval of the assignment without prejudice to the bond. Our Chief Auditor is being requested to make future payments in connection with this job to Moyer Gravel Company assigned to the above mentioned bank.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

NOTED ON CARD

July 7, 1958

Mr. K. G. Clarke, Manager
Bank of America
Alturas Branch
North and Main Streets
Alturas, California

Dear Mr. Clarke:

Received in today's mail was your letter of July 3, 1958, transmitting an original and two copies of the assignment given by Moyer Gravel Company to your bank, whereby all of the proceeds accrued under Oregon State Highway Contract No. 5213 are to be mailed direct to the bank. Also enclosed was a letter directed to the bank by C. R. Armour, Assistant Manager of a Massachusetts Bonding and Insurance Company, San Francisco branch, consenting to the assignment under certain conditions.

The form of assignment that you have submitted is satisfactory, however, the letter from the Bonding Company consenting thereto does not meet our requirements. In the first place, the letter should be directed to the Oregon State Highway Commission. Secondly, the Surety's consent to the assignment must be unqualified. It should simply state that the Massachusetts Bonding and Insurance Company consents to the assignment without prejudice to the bond. We are not particularly concerned with the arrangements that are made for the disposition of the monies after they are received by the bank. Therefore, no mention should be made of such disposition in the Bonding Company's letter of consent.

We will be glad to honor the assignment if you will see that we are furnished with a letter from the Bonding Company consenting to the assignment without reference to the disposition of the monies after they are received by the bank.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:llc

NOTED ON CARD

LM

Cable Address—BANKAMERICA

Bank of America
NATIONAL TRUST AND SAVINGS ASSOCIATION

ALTURAS BRANCH • NORTH AND MAIN STREETS • ALTURAS, CALIFORNIA

July 3, 1958

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Subject: Moyer Gravel Co., State Highway Contract No.5213

Dear Mr. Glaisyer:

Enclosed is the original and two copies of Assignment of Claim, dated June 30, 1958, executed by Roger E. Moyer and Maude I. Moyer, partners of the Moyer Gravel Company, in which they have assigned all proceeds to the Alturas Branch, Bank of America.

We are also enclosing the original letter from the Massachusetts Bonding and Insurance Company, dated June 26, 1958 which grants their consent to this assignment.

Will you please acknowledge receipt of one of these assignment claims and return it to us for our files.

Yours truly,

K. G. Clarke

K. G. Clarke
Manager

KGC:rm
encl. (4)

RECEIVED
JUL 7 1958
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
H. B. GLAISYER

MASSACHUSETTS BONDING AND INSURANCE COMPANY
HOME OFFICE, BOSTON 9, MASSACHUSETTS

BRANCH OFFICE
315 MONTGOMERY STREET
TELEPHONE: EXBROOK 2-7100
SAN FRANCISCO 4, CALIFORNIA

June 26, 1958

Bank of America
Alturas Branch
North & Main Streets
Alturas, California

Attention: K. G. Clarke, Manager

Re: MOYER GRAVEL COMPANY

Gentlemen:

You may use this letter as our consent to the assignment of proceeds of the Moyer Gravel Company contract to the Alturas Branch of the Bank of America as security for a loan under the condition that a special joint control account is set up for each contract and that the moneys or proceeds received on each contract will be used to pay labor, material and other bills accured and due on each contract prior to the payment of any bank loans or other obligations incurred by Moyer Gravel Company.

Yours very truly,

C. R. Armour

C. R. Armour
Assistant Manager

CRA:PP

RECEIVED
JUN 30 1958
Bank of America
Alturas Branch
N.T.&S.A.

1907 · Fiftieth Anniversary · 1957

RECEIVED

files

July 23, 1958

Mr. K. G. Clarke, Manager
Bank of America
Alturas Branch
North and Main Streets
Alturas, California

Dear Mr. Clarke:

I received in today's mail a letter from Mr. C. R. Armour, Assistant Manager of the San Francisco Branch of the Massachusetts Bonding and Insurance Company, consenting to the assignment given by Moyer Gravel Company to your bank of all monies that are now due or which may hereafter become due the company for performance of work under Oregon State Highway Contract No. 5213, for furnishing crushed material in stock piles on Prospect-Park Boundary Section of Crater Lake Highway, Jackson and Klamath Counties.

This letter appears to be satisfactory for our purposes and we shall honor the assignment which you transmitted with your letter of July 3, a copy of which is enclosed bearing the approval of this department.

Future warrants covering payments for work performed in connection with this contract will be forwarded to the bank in conformity with the provisions of the assignment. Instructions to that affect have been given our Chief Auditor.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: Moyer Gravel Company
Box 25
Alturas, California

C. H. Maison (2)
Floyd Query

Mr. Maison:
Attached hereto is an executed copy of the assignment mentioned in the above letter for transmittal to the Secretary of State. Also attached is a photo copy of the bonding company's letter of consent to the assignment.

NOTED ON CARD

HBG

(over)

Pacific Coast Department
HENRY G. SHEEHY
Vice President

315 Montgomery Street
San Francisco 4, California
Telephone: EXbrook 2-7100

MASSACHUSETTS BONDING AND INSURANCE COMPANY

July 18, 1958

State Highway Department
State of Oregon
Salem, Oregon

Attention: H. B. Glaisyer, Secretary

Re: MOYER GRAVEL COMPANY
Oregon State Highway Contract No. 5213

Gentlemen:

You may use this letter as our consent to the assignment of the above captioned contract payments to the Bank of America in Alturas, California.

Yours very truly,

C. R. Armour

C. R. Armour
Assistant Manager

CRA:PP

RECEIVED
JUL 23 1958
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

NOTED ON CARD

RECEIVED

files

July 23, 1958

Mr. K. G. Clarke, Manager
Bank of America
Alturas Branch
North and Main Streets
Alturas, California

Dear Mr. Clarke:

I received in today's mail a letter from Mr. C. R. Armour, Assistant Manager of the San Francisco Branch of the Massachusetts Bonding and Insurance Company, consenting to the assignment given by Moyer Gravel Company to your bank of all monies that are now due or which may hereafter become due the company for performance of work under Oregon State Highway Contract No. 5213, for furnishing crushed material in stock piles on Prospect-Park Boundary Section of Crater Lake Highway, Jackson and Klamath Counties.

This letter appears to be satisfactory for our purposes and we shall honor the assignment which you transmitted with your letter of July 3, a copy of which is enclosed bearing the approval of this department.

Future warrants covering payments for work performed in connection with this contract will be forwarded to the bank in conformity with the provisions of the assignment. Instructions to that affect have been given our Chief Auditor.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: Moyer Gravel Company
Box 25
Alturas, California

C. H. Maison (2)
Floyd Query

Mr. Maison:
Attached hereto is an executed copy of the assignment mentioned in the above letter for transmittal to the Secretary of State. Also attached is a photo copy of the bonding company's letter of consent to the assignment.

NOTED ON CARD

HBG

(over)

Mr. Query:

Attached hereto is the original of the assignment referred to above together with the bonding company's consent thereto. Please have these recorded on the card for this job and then file the assignment and the letter of consent in the contract.

HBG

RECEIVED
JUN 27 1958
FOR FILING

June 26, 1958

Moyer Gravel Company
Box 25
Alturas, California

Gentlemen:

I have been informed by Mr. Floyd Query, my assistant, that you desire to assign to your bank in California payments that you receive from the State Highway Commission in connection with the performance of work under Oregon State Highway Contract No. 5213, for furnishing crushed materials in stock pile on Prospect-Park Boundary Section of Crater Lake Highway, Jackson and Klamath Counties.

Responding thereto I enclose five copies of our standard form of assignment. When these have been signed by the proper officials of your company, please return the original and one copy to this office for further handling. We must also have a letter from your surety consenting to the assignment without prejudice to the bond.

I assume that you wish to assign all payments due you for the work involved. Such being the case the forms should be filled out according to the sample form which I enclose. In the event that it is your intention to assign partial payments, the amount to be shown on the assignment must be the exact amount of the particular monthly estimate to be assigned. We cannot honor an assignment for only a portion of the monthly payment and, of course, we still must have the letter from your surety consenting to the assignment.

If any question should arise concerning our requirements, please advise and I will explain further.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encls.

6-26

Moyer Road Co., Alturas Calif. wants forms to assign payments on a contract to the bank. Moyer says he has a letter from his surety consenting thereto.

F.C.

9

RECEIVED
JUN 24 1958
FOR FILING
[illegible]

[illegible]

June 23, 1958

Moyer Gravel Company
Box 25
Alturas, California

Gentlemen:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5213 for furnishing crushed material in stock piles on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

This award was based on your bid of $34,560 which was the low bid submitted to the Commission on May 29, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

15-8313 Prospect-Park Boundary Sec. 1960
#5213 Folder #2

A

RECEIVED
[illegible] 1960
FOR FILING
15-5213

June 15, 1960

Cake, Jaureguy, Hardy, Buttler & McEwen
Attorneys at Law
1220 Equitable Building
Portland 4, Oregon

Attention: Mr. John R. Faust, Jr.

Gentlemen:

This is to acknowledge receipt of your letter of June 14 concerning State Highway Contract No. 5213 with Moyer Gravel Co. for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

This project was completed June 16, 1959 and accepted by the State Highway Commission July 2, 1959.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN
ATTORNEYS AT LAW
1220 EQUITABLE BUILDING
PORTLAND 4, OREGON
CAPITOL 2-1323

RALPH H. CAKE
NICHOLAS JAUREGUY
HERBERT C. HARDY
JOHN H. BUTTLER
DONALD W. McEWEN
WILLIAM E. LOVE
JONATHAN U. NEWMAN
RALPH H. CAKE, JR.
JOHN R. FAUST, JR.

June 14, 1960

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Re: Contract No. 5213, Prospect-Park Boundary Section Rock Production Project

Gentlemen:

Could you please inform us of the date upon which the Department accepted the work done on the above project. As you know, it is this date which determines the limitations period on actions of materialmen in connection with such projects, and it is in this respect that we seek this information.

Very truly yours,

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN

John R. Faust, Jr.

JRFjr:da

RECEIVED
[illegible]

RECEIVED
APR - 4 1960
FOR FILING

15-8313

5213

A

April 1, 1960

Massachusetts Bonding & Insurance Co.
315 Montgomery Street
San Francisco 4, California

Attention: Mr. F. J. Westfall
Claims Adjuster

Gentlemen:

We have received notification, dated March 29, 1960, from the Secretary of State informing us that the claim of Cal-Ore Machinery Co., Medford, in the amount of $5,181.12, has now been filed in his office, his File No. 3689.

This is in connection with State Highway Contract No. 5213 with Moyer Gravel Co. for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Klamath and Jackson Counties.

A description of this claim was outlined in our letter to you of March 28, 1960.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
fc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

March 29, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from The State Highway Commission, Salem, Oregon and filed as of this date, a notice of claim by Cal-Ore Machinery Co. for the rental of a generator plant and assorted fixtures and the sale of certain drill steel, carbide rock bits, powder blasting caps and related products to Moyer Gravel Company in the sum of $5,181.12 against the bond taken from Moyer Gravel Company, principal and Massachusetts Bond and Insurance Company, surety, for the work of producing rock for the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties, State Highway Contract No. 5213.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Frances Koop
Public Records Section

GS:FK
Enc.

RECEIVED
MAR 31 1960
OREGON
STATE HIGHWAY COMMISSION

FORM E-129-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

March 28, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $5,181.12 received from Farrell & Blackhurst, attorneys at law, on behalf of Cal-Ore Machinery Company, Medford, for rental and materials furnished to Moyer Gravel Company, Alturas, California.

This appears to be in connection with State Highway Contract No. 5213 with Moyer Gravel Company for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

File # 3689

RECEIVED
[illegible]
HOWELL A[illegible]
[illegible]

FILED
MAR 29 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

TO: State Highway Department
State of Oregon
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Cal-Ore Machinery Co. of Medford, Oregon, has a claim for the rental of a generator plant and assorted fixtures and the sale of certain drill steel, carbide rock bits, powder blasting caps and related products to Moyer Gravel Company in the sum of Five Thousand One Hundred Eighty One and 12/100 Dollars ($5,181.12) against the bond taken from Moyer Gravel Company, as principal, and Massachusets Bond and Insurance Company, as surety, for the work of producing rock for the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties, State Highway Contract number 5213.

CAL-ORE MACHINERY CO.
By
Its Vice President

File # 3689

RECEIVED
MAR 29 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

FILED
MAR 29 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

A

RECEIVED
MAR 23 1960
FOR FILING

[illegible]

5213

March 28, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. George C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $5,181.12 received from Farrell & Blackhurst, attorneys at law, on behalf of Cal-Ore Machinery Company, Medford, for rental and materials furnished to Moyer Gravel Company, Alturas, California.

This appears to be in connection with State Highway Contract No. 5213 with Moyer Gravel Company for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD
Jc

TO: State Highway Department
State of Oregon
Salem, Oregon

NOTICE IS HEREBY GIVEN that the undersigned, Cal-Ore Machinery Co. of Medford, Oregon, has a claim for the rental of a generator plant and assorted fixtures and the sale of certain drill steel, carbide rock bits, powder blasting caps and related products to Moyer Gravel Company in the sum of Five Thousand One Hundred Eighty One and 12/100 Dollars ($5,181.12) against the bond taken from Moyer Gravel Company, as principal, and Massachusets Bond and Insurance Company, as surety, for the work of producing rock for the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties, State Highway Contract number 5213.

CAL-ORE MACHINERY CO.
By Walt J. [illegible]
Its Vice President

A

RECEIVED
MAR 29 1960

FOR FILING
15-5213

5213

March 28, 1960

Farrell & Blackhurst
Attorneys at Law
Suite 230, Franklin Building
Medford, Oregon

Attention: Mr. Gregory T. Hornecker

Gentlemen:

This is to acknowledge receipt of your letter of March 25 and the attached claim of your client, Cal-Ore Machinery Co., Medford, in the amount of $5,181.12 for rental and supplies furnished to Moyer Gravel Company. You state that this is in connection with State Highway Contract No. 5213 with Moyer Gravel Company for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing.

This information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
dc

FARRELL & BLACKHURST
ATTORNEYS AT LAW
SUITE 230 FRANKLIN BUILDING
MEDFORD, OREGON

FRANK P. FARRELL
B. KENT BLACKHURST
GREGORY T. HORNECKER

TELEPHONE
SPRING 3-4577

March 25, 1960

State of Oregon
State Highway Department
Salem, Oregon

Gentlemen:

Enclosed please find Notice of Claim in connection with State Highway Contract No. 5213 on the Prospect Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

The claim is filed on behalf of Cal-Ore Machinery Co. of Medford, Oregon. We trust the same is in order but if the claim should lack in any particular would you so inform this office so that a correction may be made.

Thank you for your courtesies in this matter.

Very truly yours,

FARRELL & BLACKHURST

Gregory T. Hornecker

Gregory T. Hornecker

GTH:lr
Enc.

RECEIVED
MAR 28 1960
OREGON
STATE HIGHWAY COMMISSION

A

RECEIVED
MAR 2[illegible] 1960
FOR FILING
15-5213

5213

March ~~25,~~ 28 1960

Massachusetts Bonding & Insurance Co.
315 Montgomery Street
San Francisco 4, California

Attention: Mr. F. J. Westfall
Claims Adjuster

Gentlemen:

A letter, dated March 25 with claim attached, has been received from Farrell & Blackhurst, Attorneys at Law, Medford, on behalf of Cal-Ore Machinery Co., Medford, advising that Moyer Gravel Company owes them for rental and supplies in the amount of $5,181.12.

This appears to be in connection with State Highway Contract No. 5213 with Moyer Gravel Company for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC: Granville D. Morgan
Sherlock Building
Portland, Oregon

Moyer Gravel Company
P. O. Box 25
Alturas, California

NOTED ON CARD

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
MAR 18 1960
FOR FILING

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN
ATTORNEYS AT LAW
1220 EQUITABLE BUILDING
PORTLAND 4, OREGON

CAPITOL 2-1323

NICHOLAS JAUREGUY
HERBERT C. HARDY
DONALD W. McEWEN
WILLIAM E. LOVE
RALPH H. CAKE JR.
JOHN R. FAUST JR.

March 17, 1960

C O P Y

Moyer Gravel Company
P. O. Box 25
Alturas, California

Gentlemen:

This firm represents the Pacific Powder Company of Oregon.

Pursuant to a contract executed June 19, 1958 with the Oregon State Highway Department, you undertook a construction project which has been referred to as the Prospect-Park Boundary Section Rock Production project. A performance bond was taken out on this project with the Massachusetts Bonding & Insurance Company as surety. At the instance of the Oregon Blasting Company, Inc., of Oregon, a subcontractor on this project, Pacific Powder furnished dynamite and blasting supplies which were used by the Blasting Company in the prosecution of the work on the Prospect-Park project. At the present time, a balance of $1,786.52, together with interest from September 9, 1958, remains due on the aforesaid materials.

We herewith respectfully request and demand that payment of the sum aforesaid or arrangements satisfactory to our client for such payment be made without further delay. We are confident that you will recognize your obligation in this respect, and that this claim will be honored. May we please hear from you in the near future.

Enclosed is a copy of our letter to the surety on the bond. If you have any further questions, please contact the undersigned.

Very truly yours,

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN

John R. Faust, Jr.

JRFjr:lk
cc: Massachusetts Bonding &
Insurance Company
State Highway Department

[illegible] QUERY

COPY

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN
ATTORNEYS AT LAW
1220 EQUITABLE BUILDING
PORTLAND 4, OREGON

CAPITOL 2-1323

RALPH H. CAKE
NICHOLAS JAUREGUY
HERBERT C. HARDY
JOHN H. BUTTLER
DONALD W. McEWEN
WILLIAM E. LOVE
JONATHAN U. NEWMAN
RALPH H. CAKE, JR
JOHN R. FAUST, JR

March 17, 1960

Massachusetts Bonding & Insurance Co.
315 Montgomery Street
San Francisco, California

Attention: F. J. Westfall,
Claims Manager

Re: Your File No. 98329 - Moyer Gravel Company

Gentlemen:

Enclosed is a copy of a demand made on the Moyer Gravel Company of Alturas, California. Our client, the Pacific Powder Company, is desirous that this account be cleared up without further delay. We hope that some definite arrangements for payment may be made within the next thirty days. Failing that, we shall be obliged to bring an action upon the bond, as provided by Oregon law.

If you require anything further from us, please so advise us.

Very truly yours,

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN

John R. Faust, Jr.

JRFjr:lk
Enclosure

cc: Moyer Gravel Company
P. O. Box 25
Alturas, California

State Highway Department
Salem, Oregon
(Attn: Floyd Query, Secretary)

TED
QUERY

A

VED
18 1960
R FILING
15-1312

CR

March 17, 1960

Farrell & Blackhurst
Attorneys at Law
Suite 230, Franklin Building
Medford, Oregon

Attention: Mr. Gregory T. Hornecker

Gentlemen:

This is to acknowledge receipt of your letter of March 15 concerning State Highway Contract No. 5213 with Moyer Gravel Co. for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

This project was completed June 16, 1959 and accepted by the State Highway Commission on July 2, 1959.

If your client, Cal-Ore. Machinery Co., Medford, files a claim in connection with this contract, we will inform the surety, which is the Massachusetts Bonding and Insurance Co., through Granville D. Morgan, Sherlock Bldg., Portland.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

FARRELL & BLACKHURST
ATTORNEYS AT LAW
SUITE 230 FRANKLIN BUILDING
MEDFORD, OREGON

FRANK P. FARRELL
B. KENT BLACKHURST
GREGORY T. HORNECKER

TELEPHONE
SPRING 3-4577

March 15, 1960

State Highway Department
State of Oregon
Salem, Oregon

Gentlemen:

We are writing as concerns State Highway contract, No. 5213.

We represent Cal-Ore Machinery Co., of Medford, Oregon, who supplied certain materials to a Mr. Moyer who we understand was the contractor on this job and are interested in whether your department has taken an affirmative action accepting the work done by Mr. Moyer. When referring to acceptance of the work done we are concerned with whether the requirements of ORS 279.526 can be met by our client at this time or whether six months have elapsed from the acceptance of Mr. Moyer's work by your department.

Thanking you for your courtesies in this matter, we remain

Yours very truly,

FARRELL & BLACKHURST

Gregory T. Hornecker
Gregory T. Hornecker

GTH:mg

Clc.
please reply
[illegible]

RECEIVED
MAR 16 1960
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
MAR 10 1960
FOR FILING

15-8310

5213

March 9, 1960

Cake, Jaureguy, Hardy, Buttler & McEwen
Attorneys at Law
1220 Equitable Building
Portland 4, Oregon

Attention: Mr. John R. Faust, Jr.

Gentlemen:

As requested in your letter of March 8, we are attaching a certified copy of contract and bond No. 5213 with Moyer Gravel Co. on the Prospect-Park Boundary Section Rock Production Project on the Crater Lake Highway in Jackson and Klamath Counties.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN
ATTORNEYS AT LAW
1220 EQUITABLE BUILDING
PORTLAND 4, OREGON
CAPITOL 2-1323

RALPH H. CAKE
NICHOLAS JAUREGUY
HERBERT C. HARDY
JOHN H. BUTTLER
DONALD W. McEWEN
WILLIAM E. LOVE
JONATHAN U. NEWMAN
RALPH H. CAKE, JR.
JOHN R. FAUST, JR.

March 8, 1960

State of Oregon
State Highway Department
Salem, Oregon

Attention: Mr. Floyd Query, Secretary

Re: Contract No. 5213,
Prospect-Park Boundary
Section Rock Production
Project

Gentlemen:

This firm represents the Pacific Powder Sales Corp. of Oregon. Pursuant to the provisions of ORS 279.512, we request that you furnish us a certified copy of the contract and bond of the general contractor in the above project, the Moyer Construction Company of Alturas, California.

Enclosed is the Affidavit required by the aforesaid statute. Please advise us if anything further is required.

Very truly yours,

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN

John R. Faust, Jr.

JRF:la
Encl.

RECEIVED
9 1960
[illegible]

NOTED
C. W. HEAD

AFFIDAVIT

I, **J. A. Denn**, being first duly sworn, do hereby depose and say that I am the **General Manager** of the Pacific Powder Sales Corporation of Oregon, that the said Corporation has supplied materials for the prosecution of the work provided in State Highway Commission Contract No. 5213 between the Oregon State Highway Commission and the Moyer Construction Company, that the said Corporation has a claim against the contractor for the said materials, and that the said claim has not been paid. This affidavit is made pursuant to the provisions of ORS 279.512 and ORS 279.515.

J A Denn

STATE OF WASHINGTON }
County of } ss.

On this 29 day of February, 1960, before me, a notary public for said County and State, personally appeared J. A. Denn to me personally known to be the identical individual described in and who executed the said instrument, and acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

F. C. Taylor
Notary Public for Washington
My Commission Expires 9-27-60

CAKE, JAUREGUY, HARDY, BUTTLER & McEWEN
ATTORNEYS AT LAW
1220 EQUITABLE BUILDING
PORTLAND 4, OREGON

A

RECEIVED
FEB 26 1960
FOR FILING
15-8313

5213

February 26, 1960

Massachusetts Bonding and Insurance Company
315 Montgomery Street
San Francisco, California

Attention: Mr. F. J. Westfall
Claims Manager

Gentlemen:

This is in reply to your letter of February 18 regarding State Highway Contract No. 5213 with Moyer Gravel Co. for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

We are unable to find in our records that the Cal-Ore Machinery Company has filed a claim in connection with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

BRANCH OFFICE
CHARLES R. ARMOUR
MANAGER

315 MONTGOMERY STREET
SAN FRANCISCO, CALIFORNIA
TELEPHONE: EXBROOK 2-7100

MASSACHUSETTS BONDING AND INSURANCE COMPANY

February 18, 1960

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Gentlemen:

Re: Bond #866952 - Moyer Gravel Company - to State of Oregon - Contract #5213 - furnish Crushed rock, Crater Lake Highway

Will you please let us know whether a claim has been filed by Cal-Ore Machinery Company on the above job, within the statutory period for filing.

Thank you for your assistance.

Yours very truly,

F. J. Westfall
Claims Manager

FJW:MT

Unable to find any claim of the above —
C.H.

NOTED
C. W. HEAD

RECEIVED
JAN 2[illegible] 1960
FOR FILING
5213

January 27, 1960

Massachusetts Bonding & Insurance Co.
315 Montgomery Street
San Francisco 4, California

Attention: Mr. F. J. Westfall
Claims Adjuster

Gentlemen:

We have just received notification from the Secretary of State informing us that the State Industrial Accident Commission's amended claim has been filed in his office as of January 7, 1960, his file No. 3681. This claim pertains to State Highway Contract No. 5213 with Moyer Gravel Co., a description of which was outlined in our letter of January 5 to you.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
de

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

January 7, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from the State Industrial Accident Commission, Public Service Building, Salem, Oregon, and filed as of this date, an amended notice of claim by the State Industrial Accident Commission for contributions in the sum of $594.99 based on a payroll audit through September 27, 1958, against the bond taken from Massachusetts Bonding and Insurance Company because of the failure of Oregon Blasting Co., Inc., a subcontractor under Moyer Gravel Company, to pay the contributions due under State Highway Contract No. 5213 for furnishing crushed material in stock piles on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties. Our file No. 3681.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By
Geo C Stephens
Public Records Section

GS:er
Enc.

RECEIVED
JAN 27 1960
STATE HIGHWAY COMMISSION

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

January 5, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is an amended claim letter which has been received from the State Industrial Accident Commission pertaining to State Highway Contract No. 5213 with Moyer Gravel Company for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties. This letter changes the amount of the claim which they filed on February 16, 1959, from $711.39 to $594.99.

Please acknowledge receipt of this amended claim letter on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

FILED
JAN 7 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

Amended Claim letter received
and filed as of January 7, 1960.
Our file #3681.

Public Records Section

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON

ATTENTION Collections

December 31, 1959

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Re: Firm No. 217322, Oregon Blasting Co., Inc.

Gentlemen:

-6-59
711.34

The following will amend our claim filed on February 16, 1959, as follows:

Notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $594.99 based on a payroll audit through September 27, 1958, against the bond taken from Massachusetts Bonding and Insurance Company because of the failure of Oregon Blasting Co., Inc., a subcontractor under Moyer Gravel Company, to pay the contributions due under State Highway Contract No. 5213 for furnishing crushed material in stock piles on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties. We understand that this contract has now been completed.

This amended claim is necessary because a reaudit brought out the fact that some payroll which occurred in August, 1958, had been allocated to this job in error. An adjustment was immediately made which resulted in the amount owing as listed above.

Very truly yours,

H E Osborn
H. E. OSBORN
Assistant Commissioner
STATE INDUSTRIAL ACCIDENT COMMISSION

cc.- Secretary of State
Capitol Building
Salem, Oregon

cc.- Massachusetts Bonding and Insurance Co.
c/o Granville D. Morgan, Agent
429 Builder's Exchange Building
Portland, Oregon

cc.- Moyer Gravel Company
P. O. Box 1330
Alturas, California

cc.- Mr. Clarence D. Porter
Claims Adjuster
1221 Failing Building
Portland 4, Oregon

HEO:R:LR

File #3681

FILED
JAN 7 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
JAN 4 1960
[illegible]
STATE HIGHWAY COMMISSION

19

RECEIVED
JAN 18 1960
FOR FILING

15-1312

5213

January 15, 1960

Mr. Clarence D. Porter
1221 Failing Building
Portland 4, Oregon

Dear Sir:

This is to acknowledge receipt of your letter of January 13 concerning the status of Moyer Gravel Company's Contract No. 5213.

This job was completed June 16, 1959 and the official acceptance date by the Oregon State Highway Commission was July 2, 1959.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

CLARENCE D. PORTER
CLAIMS ADJUSTER
1221 ~~[illegible]~~ FAILING BUILDING
PORTLAND 4, OREGON

CA 3-2746

FIDELITY - SURETY - BURGLARY
CLAIMS EXCLUSIVELY

BONDING INVESTIGATIONS

January 13, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

Re - Contract No. 5213 - Prospect-Park Boundary
Rock Production - Moyer Gravel Company
Sub-Contractor - Oregon Blasting Company

Will you please advise me the official date of completion and acceptance of the above contract for rock production on the Prospect Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties. Moyer Gravel Company was the contractor.

Completed June 16, 1959
Accepted July 2, 1959

Yours very truly,

Clarence D. Porter
Clarence D. Porter
Adjuster

CDP:DP

RECEIVED
JAN 1[illegible] 1960
[illegible]
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

RECEIVED
JAN -7 1960
FOR FILING

15 [illegible]

5213

A

January 5, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is an amended claim letter which has been received from the State Industrial Accident Commission pertaining to State Highway Contract No. 5213 with Moyer Gravel Company for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties. This letter changes the amount of the claim which they filed on February 16, 1959, from $711.39 to $594.99.

Please acknowledge receipt of this amended claim letter on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD
&c

A

RECEIVED
JAN - 7 1960
FOR FILING
[illegible]
[illegible]

January 5, 1960

Massachusetts Bonding & Insurance Co.
315 Montgomery St.
San Francisco 4, California

Attention: Mr. F. J. Westfall
Claims Adjuster

Gentlemen:

A claim letter, dated December 31, 1959, has been received from the State Industrial Accident Commission amending their claim, which was filed February 16, 1959, from $711.39 to $594.99. This pertains to State Highway Contract No. 5211 with Moyer Gravel Company for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

This amended claim letter has been forwarded to the Secretary of State for correction. Attached is a copy of the letter.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CC:
Granville D. Morgan
Sherlock Building
Portland, Oregon

Commissioners
W. C. Williams
Forrest Cooper

Moyer Gravel Co.
P. O. Box 23
Alturas, Calif.

~~OFFICE COPY~~

NOTED ON CARD
dc

CWH:fp

4

RECEIVED
JAN - 7 1960
FOR FILING
15 5213
[illegible]

January 5, 1960

State Industrial Accident Commission
Public Service Building
Salem, Oregon

Attention: Mr. H. E. Osborn
Asst. Commissioner

Gentlemen:

This is to acknowledge receipt of your claim letter of December 31, 1959, informing us that you wish to amend the claim which you filed February 16, 1959, changing the amount from $711.39 to $594.99. This is in connection with State Highway Contract No. 5213 with Moyer Gravel Co. for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

We are forwarding this amended claim letter to the Secretary of State for correction on the original claim. This information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
dc

RECEIVED
JAN - 6 1960
FOR FILING
[illegible]
5213

January 5, 1960

Massachusetts Bonding & Insurance Co.
315 Montgomery Street
San Francisco 4, California

Attention: Mr. F. J. Westfall
Claims Adjuster

Gentlemen:

We have received notification, dated December 31, 1959, from the Secretary of State informing us that the claim of M. C. Lininger & Sons, P. O. Box 1386, Medford, in the amount of $250.00 against Moyer Gravel Company has now been filed in his office, his File No. 3677. A description of this claim pertaining to State Highway Contract No. 5213 was outlined in our letter of December 30 to you.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

December 31, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from M. C. Lininger & Sons, P.O. Box 1386, Medford, Oregon and filed as of this date, a notice of claim by Moyer Gravel Co. for equipment rental furnished in the sum of $250.00, against the bond taken from M C Lininger & Sons, principal and The Massachusetts Bonding and Insurance Co., surety, for the work on the Prospect Park Boundry. State Highway Contract No. 5213. Our file No. 3677.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy for our records.

Please sign and return the carbon copy of this letter.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens

Public Records Section

GS:er
Enc.

RECEIVED
JAN 5 1960
OREGON
STATE HIGHWAY COMMISSION

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 30, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is a claim letter for filing, dated Dec. 28, received from M. C. Lininger & Sons for rental on a gravel washer in the amount of $250.00, furnished to Moyer Gravel Co., Alturas, California. This appears to be in connection with our Contract No. 5213 with Moyer Gravel Co. for rock production on the Prospect-Park Boundary Section of the Crater Lake Highway in Jackson and Klamath Counties.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

We have received and filed as of December 31, 1959
the claim enclosed with the above.

Public Records Section
Our file # 3677. GCL

M. C. LININGER & SONS
General Contractors
P. O. Box 1386 - Medford, Oregon

Dec. 28th, 1959

Mr. Floyd Query
Sec., Oregon State Highway Comm.
Salem, Oregon

Dear Sir:

Refer to Contract # 5213, Prefix # 15-8313, Prospect Park Boundry Sec. let to the Moyer Gravel Co. P O Box 25, Alturas, Calif.

We have a claim against the Moyer Gravel Co. in the amount of $250.00 for one months rental on a gravel washer used on the job listed above.

We billed the Moyer Gravel Co. (dated Dec. 1, 1958) and was advised by Mr. R E Moyer to submit the account to their Bonding Co, which is the Massachusetts Bonding and Insurance Co., 315 Montgomery Street, San Francisco 4, Calif.

We billed the above Bonding Co. (dated Feb. 6, 1959) and was advised by them that we must first put in our claim to the State Highway Comm. before the claim would be paid.

The time limit for filing claim expires Jan. 2, 1960 , therefore, please accept this letter as a claim for the unpaid account owing M C LININGER & SONS by the Moyer Gravel Co.

Copy of billing attached.

File # 3677

FILED
DEC 31 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

M C LININGER & SONS
P O Box 1386
Medford, Oregon

By Raymond C Lininger

RECEIVED
DEC 29 1959
OREGON
STATE HIGHWAY COMMISSION

DF-184(4) Middle Unit, Crescent Lake 1958
Jct. Sec.
#5214 Folder #1

RECEIVED
DEC 31 1959
FOR FILING
[illegible]
5214

December 31, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a copy of a claim letter, dated December 30, in the amount of $2,153.98 received from the State Industrial Accident Commission for contributions based on a pay roll audit through October 31, 1959, against Tuss Bros. Construction. This appears to be in connection with State Highway Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD
lc

RECEIVED
DEC 31 1959
FOR FILING
[illegible] (4)
5214

December 31, 1959

State Industrial Accident Commission
Public Service Building
Salem, Oregon

Attention: Mr. H. E. Osborn
Asst. Commissioner

Gentlemen:

This is to acknowledge receipt of your letter of December 30 informing us that your Commission has a claim against Tuss Bros. Construction for contributions in the amount of $2,153.98 based on your pay roll audit through August 31, 1959, under State Highway Contract No. 5214.

So that there will be no misinterpretation of the law, we are forwarding your claim letter to the Secretary of State for filing. In the meantime this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

ON CARD

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON

ATTENTION: Collections

December 30, 1959

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Re: Firm No. 224082, Tuss Brothers Construction

Gentlemen:

Notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $2,153.98, based on a payroll audit through October 31, 1959, against the bond taken from Maryland Casualty Company because of the failure of Tuss Brothers Construction to pay the contributions due under State Highway Contract number 5214 for grading and paving on the Middle Unit, Crescent Lake Junction, The Dalles-California Junction Section of the Willamette Highway in Klamath County.

We understand that this contract has now been completed.

Very truly yours,

H E Osborn
H. E. OSBORN
Assistant Commissioner
STATE INDUSTRIAL ACCIDENT COMMISSION

HEO:R:lr

cc.- Secretary of State
Capitol Building
Salem, Oregon

cc.- Maryland Casualty Company
c/o Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

cc.- Tuss Brothers Construction
Route 1, Box 477
Woodburn, Oregon

DEC 31 1959

RECEIVED
[illegible] 1959
FOR FILING

December 31, 1959

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins, Manager
Claims Division

Gentlemen:

Attached is a copy of a claim letter, dated December 30, which has been received from the State Industrial Accident Commission advising that Tuse Bros. Construction owes them $4,153.98 for contributions based on a payroll audit through October 31, 1959. This appears to be in connection with State Highway Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

This claim letter has been forwarded to the Secretary of State for filing.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

NOTED ON CARD

Tuse Bros. Construction
P. O. Box 477, Rt. 1
Woodburn, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
DEC 23 1959
FOR FILING

[illegible] 4(4)

5214

December 22, 1959

Howser Bros.
1185 South 12th Street
Salem, Oregon

Attention: John T. Howser

Gentlemen:

This is to acknowledge your letter of December 21 stating that Tuss Brothers Construction Company owes you $275.90 for equipment rental during the month of September, on Contract 5214. Our records indicate that this contract with Tuss Brothers is for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County. This contract was completed November 9, 1959 but has not yet been accepted by the Oregon State Highway Commission.

The Maryland Casualty Company, through Commercial Insurance Agency, 328 North Commercial, Salem, furnished the performance bond, which bond is given to assure completion of a contract and payment of all bills incurred in it.

In order for you to protect your claim for a period longer than six months following acceptance of the contract, your claim should be filed with the Secretary of State. Attached are excerpts from the Oregon laws outlining the filing procedure. In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:rj
Att.

NOTED ON CARD
ac

Howser Bros.
EQUIPMENT
HARDWARE · LAWN SUPPLIES · RENTALS · PAINTS
1185 SOUTH 12th STREET — PHONE EMpire 3-3646

Salem, Oregon

[illegible]

Sect. of State
State Highway Dep.
Salem, Ore.

ATTENtion Mr. [illegible]

5214

REF. Tuss Bros Const. Co.

Pertaining to Tuss Bros. Construction Co. State Highway [illegible]. We request permission to submit claim in the amount of [illegible] equipment rented during the month of [illegible].

Please send information and forms to [illegible], with copies.

[illegible],

Howser Bros.

John [illegible] Howser

copy;

Tuss Bros Const. Co.
Rt 1 Box 477
Woodburn, Ore.

please [illegible]
[illegible]

NOTED
C. W. HEAD

RECEIVED
[illegible] 1959
[illegible]
STATE HIGHWAY [illegible]

RECEIVED
DEC 28 1959
FOR FILING

[illegible]

5-14

A

December 22, 1959

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: John S. Hopkins, Manager
Portland Claim Division

Gentlemen:

A letter dated December 21 has been received from Howser Brothers, 1185 South 12th Street, Salem, advising that Tuss Brothers Construction Company owes them $275.90 for equipment rented during the month of September, 1959. This appears to be on State Highway Contract 5714 for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

C H:rj

cc: Commercial Insurance Agency
Tuss Brothers Construction Company

Commission
W. C. Williams
Forrest Cooper

NOTED ON CARD

A

RECEIVED
DEC 11 1959
FOR FILING
DF-184 (4)
5214

December 10, 1959

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins
Manager, Claim Division

Gentlemen:

Attached is acopy of a claim in the amount of $919.73 with interest upon the sum of $901.70 at the rate of one percent per month, interest from December 31, 1959 until paid. This claim has been filed with the Secretary of State by the Department of Employment for employment taxes due from Tuss Bros. Construction Co. pertaining to State Highway Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Commercial Insurance Agency
326 N. Commercial
Salem, Oregon

Tuss Bros. Const.
Rt. 1, Box 477
Woodburn, Oregon

NOTED ON CARD

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

December 7, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from Roland V. Brown, Assistant Attorney General of the Legal Division, Department of Employment, 416 Public Service Building, Salem, Oregon and filed as of this date, a notice of claim by Department of Employment Commissioner for employment tazes for the period from July 1, 1959, through September 30, 1959, on the taxable payroll of the Tuss Brothers Construction Company in the sum of $919.73, with interest upon the sum of $901.70 at the rate of one percent per month, interest from December 31, 1959, until paid against the bond taken from Tuss Brothers Construction Company, principal and the Maryland Casualty Company, surety, for the work of grading, paving and rock crushing, Middle Unit, Crescent Lake Junction, The Dalles, California Junction of the Willamette Highway, consisting of 3.28 miles, all in Klamath County, Oregon. State Highway Contract No. 5214.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
DEC 10 1959
OREGON
STATE HIGHWAY COMMISSION

NOTICE OF CLAIM ON
CONTRACTOR'S BOND

TO: Howell Appling
Secretary of State
Salem, Oregon

Notice hereby is given that the undersigned, Department of Employment Commissioner has a claim for employment taxes for the period from July 1, 1959, through September 30, 1959, on the taxable payroll of the Tuss Brothers Construction Company in the sum of $919.73, with interest upon the sum of $901.70 at the rate of one percent per month, interest from December 31, 1959, until paid against the bond taken from Tuss Brothers Construction Company, a partnership of Thomas M. Tuss, Clifford Tuss, John Tuss, and Donald Tuss, principals, and the Maryland Casualty Company, Surety. Said amounts being due upon the payroll incurred for the work of grading, paving and rock crushing, Middle Unit, Crescent Lake Junction, The Dalles California Junction of the Willamette Highway, consisting of 3.28 miles, all in Klamath County, Oregon, said work being done under Contract No. 5214 for the State Highway Department of Oregon.

DEPARTMENT OF EMPLOYMENT COMMISSIONER

By ______________________
Supervisor of Tax Division

Subscribed and sworn to before me this 4th day of December, 1959.

____
Notary Public for Oregon

My Commission Expires July 24, 1961

File No. 3674

FILED
DEC 7 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
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FOR FILING
5214

A

FORM E-123-X 50M 6-5

COMMISSIONERS
M. K. MCIVER, ~~CHAIRMAN~~
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
W. C. WILLIAMS

December 9, 1959

Mr. Thomas M. Tuss
Tuss Brothers
Route 1, Box 477
Woodburn, Oregon

Middle Unit, Crescent Lake
Junction - The Dalles-California
Junction Section
Willamette Highway
Contract No. 5214

Dear Sir:

Reference is made to your letter of November 25th requesting waiver of liquidated damages assessed on Contract No. 5214.

The specifications under which you bid the project made available two sources of rock. It is incumbent upon the bidding contractor to advise himself of the conditions affecting the production of material and to bid accordingly. Therefore, none of your complaints concerning this matter are pertinent. Further, there is no evidence of 7,000 cubic yards of material which you mentionad on the ground, nor is there evidence of excess stripping.

Workday count was stopped in 1958 four days prior to any snow fall in the area and was not started in 1958 until contractors were oiling within a few miles of your project.

Your company received the same lenient treatment as regards the problems posed by the strike as all other contractors.

Your statements concerning the State's having a considerable sum of money are not pertinent since the intent in this case was to convert the money into improvements which were of benefit to the road user and which you most certainly did not do in an expeditious manner.

We must, therefore, reject your claim for waiver of assessment of liquidated damages.

Very truly yours,

W. C. Williams
State Highway Engineer

By
TOM EDWARDS
Tom Edwards
Construction Engineer

RECEIVED
OFFICE OF
STATE HIGHWAY ENGINEER

TE:jw

cc W. C. Williams
Forrest Cooper
Dean Swift
R. L. Porter

FOR INformational Purposes ONLY

Salem, Oregon
December 8, 1959

Middle Unit, Cresent Lake Junction-
The Dalles-California Junction
Willamette Highway
Contract No. 5214

Mr. Thomas M. Tuss
Tuss Brothers
Route 1, Box 477
Woodburn, Oregon

Dear Sir:

Reference is made to your letter of November 25 in which you request that we consider the waiving of liquidated damages assessed on the subject named job due to certain mitigating circumstances which you set forth in your letter. Following, I will comment on your various statments paragraph by paragraph:

Paragraph 2: It was also our intent when this job was contracted that it should be finished in one season. The workdays allowed for this job contemplated this. I do not believe that the amount by which your bid was low is pertinent to the assessment of liquidated damages. Your statement that the quarry from which the rock materials were produced was designated by the Department is in error. The Special Provisions for this job named two Sources of Acceptable Rock. Either of the sources named or any other source that could produce specification rock was permissible under the terms of the contract.

Paragraph 3: Quite possible the quarry did present a problem to you people, but we do not believe that it would have been such a problem to an experienced quarry man. There was a fifty-foot face of rock exposed which you wished to coyote. However, the Safety Inspector for the State Industrial Accident Commission would not permit this method of operation. Prudence should have dictated inquiry of the State Industrial Accident Commission prior to formulating a plan of quarry operation. We believe that many of the complaints you have as to the condition of the quarry were perfectly evident at the time you bid the job. A rock face was in view, the overburden was in view, and the brush and timber and debris left by the previous contractor were in view.

Paragraph 4: No workday charges were made during the strike period. Also, no workday charges were made from October 15 and November 30 because it was quite obvious that we could not let you cover the existing oil surface as it was obvious that you could not complete the surfacing and we would have to carry traffic on gravel all winter. Our records show that you closed down your crusher on November 14 due to a heavy snowfall which promptly melted and actually crushing could have continued until December 10. Your crusher was moved out and brought in again in the spring of 1959.

Paragraph 5: You comment that there were 7,000 tons of rock rejected as unsuitable. I find that you were premitted to sell this to the Forest Service. At the present time, there is no evidence of any of this reject on the site. ~~The rejection of 7,000 tons of material out of some 60,000 tons does not seem particularly excessive.~~

Paragraph 6: We are unable to check your statement that you were required to remove overburden from a far greater quantity of rock than was required. There is no indication at the present time that any extra overburden was removed. We feel that any problems evident were readily discernible to a person familiar with quarry problems.

Paragraph 7: During the general strike in 1958, no workday count was made on this job. This strike was regrettable and caused extra expense to all contractors and to the State as well.

Paragraph 8: Your statement that when the workday count was started on May 25, 1959, the weather was still inclement, is not true, as on this date we were oiling on this same highway a few miles from where the rock was to be placed. Although you started to assemble your crusher on May 25, no rock was produced until July 3 and very little until July 20. You have also stated that you were charged for days in 1958 when there was snow on the ground. However, this is not true as you were charged no days after October 15 and the first snow occurred October 19.

Paragraph 9: We do feel that time was wasted and that the job was not prosecuted in a vigorous manner as witnessed by the crusher set up in the spring of 1959. Many of the things considered by you to be beyond your control, we view from the standpoint of inexperience and inefficiency of operation.

Paragraph 10: You comment in this paragraph upon the State's having use of a substantial sum of money accrued in retained percentage for a full year from the original estimated date of completion. In this connection, I wish to point out to you that the State had substantial sums paid in the form of progress payments and the job had not progressed to such a point that the traveling public could enjoy the improvement so paid for.

Paragraph 11: We do not agree with your view set forth in this paragraph that the State did not suffer any damage. As stated before, the traveling public was delayed from taking advantage of this improvement for a full year from the time originally planned. In this respect, I quote the opening paragraph of the specifications for "Time For Completion of Work and Liquidated Damages" appearing on Page 3 of the "Additional Special

Provisions", issue of December 1, 1957: "Time is of the essence of the contract. Inasmuch as any delay in the prosecution of the work will inconvenience and be expensive to the traveling public, obstruct traffic, interfere with and delay business and commerce, and increase the cost to the State, it is essential that the work be pressed vigorously to completion."

Although we are sympathetic regarding the position you now find yourself in, we can not do other than reject your claim for waiving of liquidated damages on this job.

Very truly yours,

W. C. Williams
State Highway Engineer

By

L. H. Young
Assistant Construction Engineer

LHY:fp

cc W. C. Williams

Swift

CONSTRUCTION DIVISION
RECEIVED
DEC 7 1959
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

FORM E30—COS—6.59—30664

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
December 4, 1959

SUBJECT: Middle Unit, Crescent Lake Jct.-
The Dalles-California Jct.
Willamette Hwy. Contract No. 5214.

To:

Mr. Tom Edwards
Construction Engineer
State Highway Department
Salem, Oregon

Attention: Mr. L. H. Young

Please find below a paragraph by paragraph report on the reasons advanced by Mr. Tuss as to why he should not be charged liquidated damages on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction, Contract No. 5214, as set forth in his letter of November 25th.

Paragraph 2: This paragraph is substantially correct. I can not see where any bid less than the engineers estimate has any bearing on the day count.

Paragraph 3: Possibly the quarry did present a problem to the Tuss Brothers, but not to an experienced quarry man, as approximately a fifty foot face was exposed which had only to be stripped and drilled in lifts or to the bottom with an Air-trak drill, if as he stated, the Safety Engineer did not let them coyote. It is doubtful in my opinion whether an experienced quarry man would have wanted to coyote this quarry.

Paragraph 4: No day charges were made during the strike period. Crushing operations were resumed after the strike on October 15th. No day charges were made from October 15th to November 30th as we did not let them cover the oil surface because of interference with winter travel and snow plowing. During this no count period 12,500 cubic yards of rock was produced and stock piled. Crushing was shut down for the winter on November 14th due to a heavy snow fall, which promptly melted, and crushing could have continued until December 10th, had they been so inclined. The removal of their equipment on November 14th and the reinstallation of it in the spring of 1959 had nothing to do with the job, but was possibly part of their rental agreement.

Paragraph 5: This paragraph mentions 7,000 tons of rock rejects. It is true there was some off color material which they were allowed to sell to the Forest Service. At present there is none of this reject material on the site. This seems to refute the statements in this paragraph.

Paragraph 6: Quarry problems are mentioned in this paragraph. There is no indication at present where any extra over-burden was removed. Any problems evident in this quarry were readily discernible to a quarry man when they bid on the job, as the rock face was in view, the over-burden was in view and the brush and timber left by previous contractor and mentioned in Paragraph 3 were in view.

Paragraph 7: This paragraph deals in general with the strike in 1958. This strike, while being regretable and possibly caused the contractor extra expense, could not be cause for less day count as we did not count any days during this period. In my opinion an experienced crushing outfit would have produced the material in the 1958 season after the strike ended. He blames a lot of their trouble on quarry problems over which they had no control. This is hard to understand as any quarry problem they might have had could easily been anticipated from the first viewing of the quarry before bidding.

Paragraph 8: Work day charges were restarted on May 25, 1959, at which time they had considerable material in stock pile ready for placing on the road, and on this date we were oiling on this same highway a few miles from where their rock was to be placed. On this date Tuss had started to move his crusher on to the site for the second time, and he did not get to crushing until July 3, weather being favorable all of this time. From July 3rd until July 20th very little tonnage was produced. All of the above delays and excess time taken was due to inefficiency of operation.
He mentioned there was snow on the ground on some charge days in 1958. This is not true as the snowfall mentioned came on October 19th on a week end, you will note above we did not charge any days after October 15, 1958.

Paragraph 9: There is a difference of opinion concerning what would be called "causes beyond their control". Practically all delays in the crushing was caused by inefficiency, lack of planning , lack of equipment repairs and other items which I feel are not beyond the control of a contractor.

Paragraph 10: It is true the travelling public was not unduly inconvenienced by the excess time taken on this job as we kept the old oiled surface open through the winter months. It might also be true that we had usage of some monies allocated to pay for this work. It is also true that we did not get the use of the newly constructed section as contemplated.

Paragraph 11: This paragraph tells the story. They admit they were quite inexperienced. The strike might have caused them some delay, but quarry problems should not have caused them any delay. This whole job is a story of some young fellows on their first project with no experience in this line of work. It seems that every move they made was wrong. This is regrettable, but I do not believe the liquidated damages should be lifted for any of these reasons.

Dean Swift
DEAN SWIFT
Division Engineer

DS:me

November 25, 1959

CONSTRUCTION DIVISION
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NOV 30 1959
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Oregon State Highway Department
Salem, Oregon

Attention: Mr. L. H. Young

Re: Tuss Bros. Contract No. 5214
Liquidated Damages

Gentlemen:

We beg leave to discuss the claim of the Department for liquidated damages assessed to us in the performance of the above contract, and request that we be permitted to present our interpretation of the factors which contributed to our inability to complete the work in the allocated number of working days.

As your records will show, this project was bid in May of 1958 with the intention that the work be completed in that season. Our bid was done by approximately $40,000 and was substantially less than the Engineers' estimate for the project. Also, the record will show that the quarry from which the rock materials were to be produced was designated by the Department.

storing

As the work was commenced in 1958, we were first confronted with serious problems involving the quality of rock in the quarry, and the general inaccessability of the material. Many hours were lost in that a previous contractor operating at the site buried much timber and stumps which had to be removed before rock could be exposed. Further, the rock quality in the quarry was such that frequent shifts of equipment were necessary to seek out usable rock, all of which created an additional wholly unanticipated expense to us of approximately $3000. We were advised by representatives of the Oregon-Washington Powder Co. that the rock should be blasted for removal by use of a Coyote Hole, however, this procedure was objected to by the softy inspector with consequent increase of our costs.

no no boring

As the work progressed in 1958, we were constantly plagued by the impossible conditions in the quarry, most of which were not in evidence at the time of our bid, and we were finally affected by the general strike which practically halted our project and other similar works for approximately two months. When we were finally able to resume work, only a very short time remained until weather forced the closing down of the work, and the removal of our equipment. The shortage of stockpile sites made it impossible to continue our crushing operation into the winter of 1958, and the records of the department will show that we were not permitted to haul rock to the road at that time. Thus our equipment had to be removed and could not be re-installed until the commencement of the 1959 work season. It is true that a delay was experienced in re-assembling our crushing equipment in 1959; however, every conceivable effort was made to get the work again underway.

No boring except strike

3 da

The problems relating to the quality of the rock were with us again in our new start on the project, with the result that more than 7000 tons of rock was rejected as unsuitable, for which we received no compensation. Our time in producing this wasted quantity contributed considerably to the delay in completing the work, and added at least $6000 to our costs, although we were using the rock from the quarry designated by the department. Even our drilling expenses in the soft material was higher than normal, and we can see no way that the difficulty could have been anticipated without actually drilling the entire quarry prior to bidding on the work.

Sold all to Forest Service

By reason of the quarry problems much additional cat work was required in removing over-burden from a far greater quantity of rock than was actually required for the project, with added expenditures, which we conservatively estimate at more than $2500.

No bearing

With the general strike in 1958, it became impossible to complete the work in the 1958 season, and thus by extending the work into 1959, we incurred expenses which were certainly not within the contemplation of the parties. This, coupled with the fact that our problems in the quarry, over which we had no control, substantially contributed to our increased costs on the balance of the project, and caused us to waste many man and machine hours, and many working days.

No

According to the reports furnished us, the day count was commenced in 1959 on May 25th at which time the weather was still inclement and also the record will show that we were charged for days in 1958 when there was snow on the ground and freezing conditions prevailed.

No

We have carefully read the contract above numbered and sincerely feel that the portions relating to liquidated damages are designed to present procrastination in the performance of State contracts. We do not feel that we have been guilty of wasting any time in the performance of the work,but rather feel that the delays were occasioned principally by causes beyond our control.

Further, we would like to point out that neither the public nor the State was in any way inconvenienced by the delay, in that the subject roadway was open to ordinary travel at all times during the work period. Also, the State has had the use of the substantial sum of money accrued to pay for the work for the full year from original estimated date of completion to the present, and has enjoyed the earnings therefrom, while as the contractor, we have been forced to deal with the problem and costs of extending a one season project into a second year.

This is our first project of this type, and we originally made every effort to place a bid which would deliver to the people of Oregon honest value for their money. The strike and quarry problems eliminated any possibility of profit for us; however, we have bent all effort to make good on our commitment. In view of the fact that neither the public nor the State has in this instance suffered any detriment or extra expense by the problems which have confronted us, we feel that the claim for liquidated damages actually is a penalty, which will contribute substantially in our inability to continue in business.

For these reasons, we respectfully request that the liquidated damages which have now been assessed on this project, be waived.

Very truly yours,

TUSS BROS.

By Thomas M. Tuss

RECEIVED
NOV 30 1959
OREGON
STATE HIGHWAY COMMISSION

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DEC - 9 1959
FOR FILING

[illegible]

5214

December 8, 1959

Maryland Casualty Co.
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins
Manager, Claim Division

Gentlemen:

Attached is acopy of a claim in the amount of $79.50 which has been filed with the Secretary of State by the Deputy State Sealer, Division of Foods and Dairies, Weights & Measures, State Department of Agriculture, for scale testing on Tuss Bros. Const. Contract No. 5214. This contract is for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles California Jct. Section of the Willamette Highway in Klamath County.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

Tuss Bros. Const.
Rt. 1, Box 477
Woodburn, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

NOTED ON CARD
dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

December 2, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from Walter B. Steele, Deputy State Sealer, Weights and Measures, Department of Agriculture, Salem, Oregon, and filed as of this date, a notice of claim by same for scale testing by John Carr, an employee of said department in the sum of $79.50 against the bond taken from Tuss Bros. Construction Company, principal and the Maryland Casualty Company, surety for work performed in connection with State Highway Commission Contract No. 5214, grading and paving the Middle Unit, Crescent-Lake Junction, The Dalles-California Junction Section of the Willamette Highway in Klamath County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo Stephens
Public Records Section

GS:FK
Enc.

I ED
LOYD QUERY

RECEIVED
DEC 7 1959
OREGON
STATE HIGHWAY COMMISSION

Notice of Claim

To: Secretary of State

Notice hereby is given that the undersigned State Department of Agriculture, Division of Foods and Dairies, Weights and Measures, has a claim for scale testing by John Carr, an employee of said department in the sum of $79.30 against the bond taken from Tuse Bros. Construction Company as principal and the Maryland Casualty Company as surety for work performed in connection with State Highway Commission Contract No. 5214, grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County, Oregon

Dated this ____ day of ______________ 1959.

Walter B Stal
Deputy State Sealer
Division of Foods and Dairies, Weights & Measures
State Department of Agriculture

File #3672

FILED
DEC 2 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

A

RECEIVED
DEC - 9 1959
FOR FILING

December 8, 1959

Maryland Casualty Co.
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins
Manager, Claim Division

Gentlemen:

Attached is a copy of a claim in the amount of $2,720.22 which has been filed with the Secretary of State by Williams & Alley, attorneys in Portland, on behalf of the Union Oil Company of California for furnishing materials to Tuss Bros. Const. This appears to be in connection with State Highway Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

NOTED ON CARD
LC

Tuss Bros. Const.
Rt. 1, Box 477
Woodburn, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

December 4, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from Williams and Alley, Attorneys, Failing Building, Portland 4, Oregon, and filed as of this date, a notice of claim by Union Oil Company of California upon the bond furnished by Tuss Brotheers Construction Co., for the furnishing of materials consisting primarily of petroleum products furnished for the prosecution of the work provided in said Oregon State Highway Department Contract No. 5214, in the sum of $2,720.92, being described as "Grading, Paving, Middle Unit Crescent Lake Junction--The Dalles-Calfirnia Junction Section, Willamette Highway, Klamath County" in the State of Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
DEC 7 1959
[illegible]
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

AFFIDAVIT

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

I, DAVID R. WILLIAMS, being first duly sworn on oath do hereby depose and say as follows:

That I am the duly authorized agent and attorney for the claimant herein, Union Oil Company of California, which has a claim upon the bond furnished by Tuss Brothers Construction Co. incident to Oregon State Highway Department Contract No. 5214 for the furnishing of materials consisting primarily of petroleum products furnished for the prosecution of the work provided in said contract. That said claim is in the amount of $2720.92, no part of which claim has been paid.

That I make this affidavit in support of my request for a certified copy of the contract and bond applicable to said claim.

David R. Williams
DAVID R. WILLIAMS

Subscribed and sworn to before me this 3rd day of December, 1959.

Gladys K. Humbird
Notary Public for Oregon
My Commission expires: 9-3-64

File# 3673

FILED
DEC 4 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

NOTICE OF CLAIM

TO: THE SECRETARY OF STATE
STATE OF OREGON
SALEM, OREGON

and

THE OREGON STATE HIGHWAY DEPARTMENT
STATE OF OREGON
SALEM, OREGON

NOTICE IS HEREBY GIVEN that the undersigned, UNION OIL COMPANY OF CALIFORNIA, a corporation, has a claim for petroleum products, towit, gasoline, lubricating oil and grease, furnished by UNION OIL COMPANY OF CALIFORNIA to John A. Tuss, Thomas M. Tuss, Clifford W. Tuss, and Loyal A. Warner, co-partners doing business under the firm name and style of Tuss Brothers Construction Co., prime contractor, in the sum of [illegible] HUNDRED AND TWENTY DOLLARS AND 22/100 ($2720.22) against the bond taken from said co-partnership doing business as Tuss Brothers Construction Co. as principal, and Maryland Casualty Company, as surety, for the work of that certain contract number 5214 let by the Oregon State Highway Department, State of Oregon, to said Tuss Brothers Construction Co., being described as "Grading, Paving, Middle Unit Crescent Lake Junction--The Dalles-California Junction Section, Willamette Highway, Klamath County," in the State of Oregon.

DATED: December 3, 1959.

UNION OIL COMPANY OF CALIFORNIA,
a corporation

By: David R. Williams
DAVID R. Williams, Its Duly
Authorized Agent and Attorney

SECRETARY OF STATE
HOWELL APPLING, JR.
DEC 4 1959
RECEIVED

STATE OF OREGON }
} ss.
COUNTY OF MULTNOMAH }

I, DAVID R. WILLIAMS, of lawful age, being first duly sworn, on oath depose and say: That I am the duly autho agent and attorney ofUNION OIL COMPANY OF CALIFORNIA, a corporation, and as such am duly authorized to make this Notice of Claim and affidavit for and on behalf of the said Corporation; that I have read the foregoing Notice of Claim and know the contents thereof, and that the same is true as I verily believe.

David R. Williams
DAVID R. WILLIAMS

Subscribed and sworn to before me this 3rd day of [illegible]ber, 1959.

Gladys K. Humbird
Notary Public for Oregon
My Commission expires: 9-3-61

GLADYS K. HUMBIRD

File #3673

FILED
DEC 4 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC 1 - 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
DEC - 9 1959
FOR FILING
[illegible]

December 7, 1959

Williams & Alley
Attorneys and Counsellors at Law
Failing Building
Portland 4, Oregon

Attention: Mr. David R. Williams

Gentlemen:

As requested in your letter of December 3, we are attaching a certified copy of contract and bond No. 5214. This is State Highway Department Contract with Tuss Bros. Const. for grading and paving the Middle Unit, Crescent Lake Jct. - The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

The Secretary of State's Office have informed us as of this date that your claim in the amount of $2,720.22, filed on behalf of the Union Oil Company, has been filed in their office, their file No. 3673.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

NOTED ON CARD
dc

JOHN D. WILLIAMS
LEONARD D. ALLEY
DAVID R. WILLIAMS

WILLIAMS & ALLEY
ATTORNEYS AND COUNSELLORS AT LAW
FAILING BUILDING
PORTLAND 4, OREGON

December 3, 1959

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Clerk or Auditor
Oregon State Highway Department
State of Oregon
Salem, Oregon

Re: Oregon State Highway Department
Contract No. 5214 -- "Grading, Paving,
Middle Unit Crescent Lake Junction--a
The Dalles-California Junction Section,
Willamette Highway, Klamath County"

Dear Sir:

Enclosed please find a duplicate of Notice of Claim which is filed with your office pursuant to the provisions of O.R.S. 279.528.

The original of this Notice is also transmitted this date to the Secretary of State of the State of Oregon, at Salem, Oregon.

I have also requested of the Secretary of State by letter of this date a certified copy of the contract and bond involved herein and have transmitted an appropriate Affidavit for this purpose. A copy of that Affidavit is enclosed herewith.

Thank you very much for the attention and courtesy in this matter.

Yours very truly,

WILLIAMS & ALLEY

David R. Williams

David R. Williams

Enclosures
DRW:gh

NOTED
C W HEAD

AFFIDAVIT

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

I, DAVID R. WILLIAMS, being first duly sworn on oath do hereby depose and say as follows:

That I am the duly authorized agent and attorney for the claimant herein, Union Oil Company of California, which has a claim upon the bond furnished by Tuss Brothers Construction Co. incident to Oregon State Highway Department Contract No. 5214 for the furnishing of materials consisting primarily of petroleum products furnished for the prosecution of the work provided in said contract. That said claim is in the amount of $2720.92, no part of which claim has been paid.

That I make this affidavit in support of my request for a certified copy of the contract and bond applicable to said claim.

David R. Williams
DAVID R. WILLIAMS

Subscribed and sworn to before me this 3rd day of December, 1959.

Gladys K. Humbird
Notary Public for Oregon
My Commission expires: 9-3-61

NOTICE OF CLAIM

TO: THE SECRETARY OF STATE
STATE OF OREGON
SALEM, OREGON

and

THE OREGON STATE HIGHWAY DEPARTMENT
STATE OF OREGON
SALEM, OREGON

NOTICE IS HEREBY GIVEN that the undersigned, UNION OIL COMPANY OF CALIFORNIA, a corporation, has a claim for petroleum products, towit, gasoline, lubricating oil and grease, furnished by UNION OIL COMPANY OF CALIFORNIA to John A. Tuss, Thomas M. Tuss, Clifford W. Tuss, and Loyal A. Warner, co-partners doing business under the firm name and style of Tuss Brothers Construction Co., prime contractor, in the sum of TWENTY-SEVEN HUNDRED AND TWENTY DOLLARS AND 22/100 ($2720.22) against the bond taken from said co-partnership doing business as Tuss Brothers Construction Co. as principal, and Maryland Casualty Company, as surety, for the work of that certain contract number 5214 let by the Oregon State Highway Department, State of Oregon, to said Tuss Brothers Construction Co., being described as "Grading, Paving, Middle Unit Crescent Lake Junction--The Dalles-California Junction Section, Willamette Highway, Klamath County," in the State of Oregon.

DATED: December 3, 1959.

UNION OIL COMPANY OF CALIFORNIA,
a corporation

By: David R. Williams
David R. Williams, Its Duly
Authorized Agent and Attorney

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

I, DAVID R. WILLIAMS, of lawful age, being first duly sworn, on oath depose and say: That I am the duly authorized agent and attorney ofUNION OIL COMPANY OF CALIFORNIA, a corporation, and as such am duly authorized to make this Notice of Claim and affidavit for and on behalf of the said Corporation; that I have read the foregoing Notice of Claim and know the contents thereof, and that the same is true as I verily believe.

David R. Williams
DAVID R. WILLIAMS

Subscribed and sworn to before me this 3rd day of December, 1959.

Gladys K. Humbird
Notary Public for Oregon
My Commission expires: 9-3-61

RECEIVED
FORM E-30 50M 6-58 13044
1959
FOR FILING

SF 4(4)

5214

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 7, 1959

SUBJECT: State Highway Contract No. 5214
Tuss Brothers Construction Company
Middle Unit Crescent Lake Junction
The Dalles-California Junction
Willamette Highway

To: Mr. Floyd Query
Secretary

Office

Please find enclosed copy of a Notice of Claim on the part of the Oregon State Unemployment Commissioner against the Contractor and his bondsman on the above-entitled contract for employment taxes arising in the course of the construction of said project.

Would you please make note of this claim in your records in connection with final payment on this contract and also notify the contractor and his surety thereof.

G. E. Rohde
G. E. ROHDE
Assistant Counsel

GER:hg
Enclosure
cc: Mr. C. H. Maison

NOTED
FLOYD QUERY

Ch. please process

NOTED
C. W. HEAD

Rec-12/8/59

NOTICE OF CLAIM ON
CONTRACTOR'S BOND

TO: Howell Appling
Secretary of State
Salem, Oregon

Notice hereby is given that the undersigned, Department of Employment Commissioner has a claim for employment taxes for the period from July 1, 1959, through September 30, 1959, on the taxable payroll of the Tuss Brothers Construction Company in the sum of $919.73, with interest upon the sum of $901.70 at the rate of one percent per month, interest from December 31, 1959, until paid against the bond taken from Tuss Brothers Construction Company, a partnership of Thomas M. Tuss, Clifford Tuss, John Tuss, and Donald Tuss, principals, and the Maryland Casualty Company, Surety. Said amounts being due upon the payroll incurred for the work of grading, paving and rock crushing, Middle Unit, Crescent Lake Junction, The Dalles California Junction of the Willamette Highway, consisting of 3.28 miles, all in Klamath County, Oregon, said work being done under Contract No. 5214 for the State Highway Department of Oregon.

DEPARTMENT OF EMPLOYMENT COMMISSIONER

By /s/ D. I. McKennon
Supervisor of Tax Division

Subscribed and sworn to before me this 1 day of December, 1959.

/s/ H. J. Schimmack
Notary Public for Oregon

My Commission Expires July 24, 1961

RECEIVED
DEC 1 1959
FOR FILING

[illegible]

5214

November 27, 1959

Maryland Casualty Co.,
Baltimore 3
Maryland

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Tuss Bros. Construction, assigned to Maryland Casualty Co., on contract #5214 for grading-paving the Middle Unit of the Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

This payment, in the amount of $25,148.37, will be released to contractor, assigned to Maryland Casualty Co., on or after December 7, 1959. The retained percentage is $6,915.80.

Claims have been filed against this contract of which you were previously notified.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Maryland Casualty Co.,
Commercial Ins. Agency
328 North Commercial
Salem, Oregon

Form E-1—(Rev.)—

CONSTRUCTION DIVISION
RECEIVED
NOV 16 1959
NOTED-- CE ACE ACE COE

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Nov. 14, 1959

Section M.Unit Crescent Lake Jct.-The Dalles-Cal. Jct.
Kind of work Grading & Paving
Highway Willamette County Klamath
Section prefix 18-1080
Contractor Tuss Bros. Const.
Contract number 5214
Date of contract June 19, 1958
Specified work days 85
Date work started June 16, 1958
Work days used 149
Project authorization $ 281,104.03
Exclusive of engineering $ 261,114.41
Per cent of time elapsed 175.29 %
Estimated cost of completed project, exclusive of engineering $ 231,403.81
Estimated per cent ~~overrun or~~ underrun 11.26 %
Per cent of contract completed, based on estimated cost 100 %
Engineering authorization $ 19,989.62
Engineering cost to date $ 22,200.00 111.06 %
Date project was completed Nov. 9, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100%	100%	100%	none	100%	100%	100%

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Work on this project except for the final cleanup at the quarry site completed.
Clearing work started on June 16 1958, completed September 13, 1958.
Grading work began on September 8 1959, completed November 6, 1958.
Crushing of base rock started October 22, 1958 and due to snow and inclement weather stopped on November 13 1958. Plant moved out for the winter and erected again inJune 1959, with crushing starting July 10 1959 and finally completed October 14, 1959.

Hauling of the crushed base started July 3 1959 and Placing of base and leveling courses completed on October 12, 1959

Placing of the binder course began August 26 and was completed August 28, 1959.

Setting up of the AC plant underway August 31 1959. Placing of AC ~~aggregat~~x pavement started on September 14 and was completed on October 2 1959.

Oiling of shouders with the specified 0-11 mat Began Oct 13 completed Oct 15 1959.

Painting of guard rail Oct 19 to October 21. Placing of reflectors on Sight posts completed Nov.9 1959. Due to workers strike no work day charge from July 11 thru August 17 1958. Semi- final estimate submitted November 12 1959.

FINAL REPORT

Noted
M. N. Juve

Signed A.A. Fossen
A.A. Fossen Res. Eng'r
Address Box 151 Bend, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

NOTED
C. E. PAULSEN

NOTED
OAKES

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	3.28	3.28		3.28	3.28
Miles partially completed					
Miles completed	3.28	3.28		3.28	3.28
Total estimated quantities (contract)	67,900	57,930		1,555 136 148	10,800 650 593
Total quantities corrected to date	65,000	51,416		1,771	10,317
Estimated quantities moved or placed to date	Same	Same		Same	Same
Average daily quantities	1,444	990		354	500
Average daily quantities necessary to complete project on time					
Number shifts per day				1	(Equip. Removal)
Hours per shift				8	
Average force on project for week				5	

Men	3
Supervision	2
Men and trucks under 3 tons	
Men and trucks over 3 tons	2
Men and tractors	

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear-moderate		
Monday	Clear-cooler		Contract project completed
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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V 16 1959

FOR FILING
[illegible]

5214

November 13, 1959

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins, Manager
Portland Claim Division

Gentlemen:

We have received notification, dated November 12, 1959, from the Secretary of State informing us that the claim of Morris Scale Compay, Portland, Oregon, in the amount of $204.85, against Tuss Bros. Construction on our Contract No. 5214 has now been filed in his office, his File No. 3668.

A description of this claim was outlined to you in our letter of November 5.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:ms

NOTED ON CARD
ec

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. McIVER, Chairman
Portland
KENNETH N. FRIDLEY, Member
Wasco
GLENN L. JACKSON, Member
Medford

FLOYD QUERY, Secretary
Salem

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

REFERRED TO

C. H. MAISON, Auditor

November 5, 1959

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens
Public Records Section

Dear Sir:

Attached is a claim for filing, in the amount of $204.85, received from Morris Scale Company for servicing a portable motor truck scale for Tuss Bros. Construction.

This appears to be in connection with our Contract No. 5214 with Tuss Bros. Construction for grading and paving on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

enc.

File #3668

FILED
NOV 6 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

CWH

1

RECEIVED
NOV 13 1959
FOR FILING

DF 184(4)

5214

November 13, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 9, 1959, on Contract No. 5214, Middle Unit, Crescent Lake Jct.-The Dalles-California Junction Section, in Klamath County, in connection with Federal Aid Project No. DF-184(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

RECEIVED
1959
FOR FILING

DT 114 (4)

OREGON STATE HIGHWAY DEPARTMENT
STANDARD ROAD ROUGHNESS INDICATOR REPORT

Construction Division

Section **Middle Unit-Crescent Lake Junction-The Dalles-Calif. Hwy.** Highway **Willamette**

County **Klamath** MP______ to MP______ Contractor **Tuss Bros.**

Resident Engineer **Fossen** Inspector____________

Date Completed **October, 1959** Date Reported **Nov. 5, 1959**

Type and Thickness of Wearing Surface **3½" B** A. C.____Oil Mat__________Seal.

N, S, [✓ E,] W from MP or Sta. **585+00**

Mile	Wheel Count	Roughness Total	Roughness Per Mile	Test Run On Top	Test Run On Base	Test Run On Seal
1	750	67	67	x		
2	1500	129	62	x		
3	2250	185	56	x		
4	3000					
5	3750					
6	4500					

Average Roughness Per Mile **61.6"**

N, S, E, [✓ W] from MP or Sta. **412+00**

Mile	Wheel Count	Roughness Total	Roughness Per Mile	Test Run On Top	Test Run On Total ~~Base~~	Test Run On Per mi. ~~Seal~~
1	750	63	63	x	73	73
2	1500	129	66	x	1.4 99	
3	2250	194	65	x		
4	3000					
5	3750					
6	4500					

Average Roughness Per Mile **64.6"**
Climbing Lane **70.7"**

Remarks: ____________________

To 75	- Good
75-100	- Fair
Over 100	- Poor

CC: Deputy Highway Engineer
Construction Engineer
Division Engineer
Resident Engineer
Laboratory
Bureau of Public Roads

Mel Jacobsen
Operator

NOTED

RECEIVED
NOV - 9 1959
FOR FILING
5214

November 5, 1959

Maryland Casualty Company
Portland Claim Division
Equitable Building
Portland 4, Oregon

#5214

Attention: Mr. John S. Hopkins, Manager

Gentlemen:

A letter dated November 2, with a claim attached, has been received from Morris Scale Company, 1537 S. E. Morrison St., Portland 14, Oregon, advising that Tuss Bros. owe them in the amount of $204.85 for servicing a portable motor truck scale.

This appears to be in connection with Tuss Bros. Construction Contract No. 5214 for grading and paving on the Mudie Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County. The claim has been forwarded to the Secretary of State for filing.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

cc: Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

Tuss Bros. Construction
Rt. 1, Box 477
Woodburn, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

NOTED ON CARD
dc

CWH:ms

RECEIVED
NOV - 9 1959

FOR FILING
NF-184(4)

5214

A

November 5, 1959

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon

#5214

Attention: Mr. George C. Stephens
Public Records Section

Dear Sir:

Attached is a claim for filing, in the amount of $204.85, received from Morris Scale Company for servicing a portable motor truck scale for Tuss Bros. Construction.

This appears to be in connection with our Contract No. 5214 with Tuss Bros. Construction for grading and paving on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

enc.
CWH:ms

NOTED ON CARD
ac

RECEIVED
NOV - 9 1959
FOR FILING

5214

November 5, 1959

Morris Scale Company
1537 S. E. Morrison Street
Portland 14, Oregon

#5214

Attention: Mr. Clifford V. Morris

Gentlemen:

We are in receipt of your letter dated November 2, and attached claim in the amount of $204.85 for servicing a portable motor truck scale for Tuss Bros. This appears to be in connection with Tuss Bros. Construction Contract No. 5214 for grading and paving on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the meantime, the information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:ms

NOTED ON CARD
dc

FAIRBANKS
Beam and Dial Scales
●
"ELECTROWEIGH"
Precision Indicators

MORRIS SCALE COMPANY
1537 S. E. Morrison St. • BElmont 2-5339 • Portland 14, Oregon
SCALES — SALES — SERVICE
Repairing and Testing

CHATILLON
Commercial and Industrial Scales
Parcel Post Scales
Force Measuring Devices

Nov. 2, 1959

State of Oregon
Secretary of Highway Commission
Highway Department
State Highway Bldg.
Salem, Oregon

#5214

Gentlemen:

It has come to our attention that the contractor Tom Tuss Bros. has defaulted on the job at the top of the summit of the Willamette Pass and that this job is now in the hands of the bonding company.

We are submitting our invoice number 3034 which is a claim against Tom Tuss Bros. on the job which was accomplished June 30, 1959 and July 1, 1959.

In the event there is any additional information required for payment of this claim, will you please contact this office.

Yours very truly,
MORRIS SCALE COMPANY
Clifford V. Morris
Clifford V. Morris, partner

CVM:h
copy: Sec. of State

Cec,
please handle
JG.

FAIRBANKS
Beam and Dial Scales
"Electroweigh"
Precision Indicators
PENNSYLVANIA Scales
HOMS BEAM SCALES

MORRIS SCALE COMPANY

1537 S. E. Morrison St. • BElmont 2-5339 • Portland 14, Oregon
SCALES — SALES — SERVICE
Repairing and Testing

CHATILLON
Commercial and Industrial Scales
Parcel Post Scales
Force Measuring Devices
The Ohaus Balance

Tom Tuss Bros.
Rt. 1 Box 477
Woodburn, Oregon

Invoice No. 3034
Invoice Date July 23, 1959
Customer's No. 5214
Terms: net

ALL ACCOUNTS DUE 10th OF MONTH FOLLOWING INVOICE

INTEREST CHARGED AFTER 30 DAYS

6/30/59 and 7/1/59		Service trip to test and adjust Murphy 35 ton, 3 section, Portable Contractors' Motor Truck Scale to pass State of Oregon Weights & Measures inspection of 7/1/59. Job site: top of summit of the Willamette Pass.	
		Labor and driving time -	$141.13
	283	miles @ .19 cartage 10,000 lbs. test weights #1 test truck -	53.77
		Road Expense: Motel and Meals -	9.95
			$204.85

SALES - RENTALS - SERVICE - MAINTENANCE

RECEIVED
OCT 29 1959

FOR FILING

[illegible]

5214

October 28, 1959

Maryland Casualty Co.
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins, Manager
Portland Claim Division

Gentlemen:

We have received notification, dated October 26, 1959, from the Secretary of State informing us that the claim of Oregon Teamsters Employers Trust, Portland, in the amount of $653.00 against Tuss Brothers Construction Co. on our Contract #5214 has now been filed in his office, his file #3667.

A description of this claim was outlined in our letter to you of October 22, 1959.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
lc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

October 26,1959

Mr. Floyd Query, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Mr. Query:

We have received from you and filed as of this day, a notice of claim by M. A. Erland, et al. as trustees of an express trust, acting by and through William C. Earhart, Administrator for delinquent premiums to a health and welfare fund for medical care and attention to employees of Thomas Tuss, dba Tuss Brothers Construction Co., a prime contractor on the M. Unit, Crescent Lake Jct.--The Dalles--California Hwy. Jct. Sec. Willamette Highway Klamath County Contract 5214 FAP DF-184 (4) in the sum of $653.00 against the bond taken from Thomas Tuss, dba dba Tuss Brothers Construction Co. and Maryland Casualty Company for health and welfare payments to the Oregon Teamsters Employers Trust.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By
Public Records Section

GS:FK
Enc.

NOTED
C W HEAD

RECEIVED
1959
STATE HIGHWAY [illegible]

FORM E-123-X 50M 6-59

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

October 22, 1959

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens
Public Records Section

Dear Sir:

Attached is a claim for filing, in the amount of $653, received from Bruce MacGregor Hall, Attorney at Law, Portland, on behalf of the Oregon Teamsters Employers Trust covering delinquent premiums to a health and welfare fund for medical care and attention to employees of Thomas Tuss, dba Tuss Brothers Construction Company.

This appears to be in connection with State Highway Contract No. 5214, for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

CWH:jmc

File #3667

RECEIVED
OCT 26 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

Save this copy for file.

FILED
OCT 26 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

TO: State Highway Department, State of Oregon, Salem, Oregon

RE: M. Unit, [illegible]escent Lake Jct.--
The Dalles--Calif. Hwy. Jct.
Sec. Willamette Highway Klamath
County Contract 5214 FAP DF-
184 (4).

Notice hereby is given that the undersigned, M. A. Erland, et al. as trustees of an express trust, acting by and through William C. Earhart, administrator, have a claim for delinquent premiums to a health and welfare fund for medical care and attention to employees of Thomas Tuss, dba Tuss Brothers Construction Co. a prime contractor on the above project. This claim is in the amount of $ 653.00 against the bond taken from Thomas Tuss, dba Tuss Brothers Construction Co. and Maryland Casualty Company for health and welfare payments to the Oregon Teamsters Employers Trust.

TRUSTEES OF THE OREGON TEAMSTERS
EMPLOYERS TRUST

By William Earhart
Administrator

Subscribed and sworn to before me this
October, 1959.

Notary Public for Oregon
My Commission expires My Commission Expires Aug. 26, 19

FILED
OCT 26 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

Attachment: Printed form of Trust Agreement

File # 3667
RECEIVED
OCT 26 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 27 1959
FOR FILING
[illegible]
[illegible]

October 22, 1959

Bruce MacGregor Hall
Attorney at Law
Executive Building
Portland 4, Oregon

Dear Mr. Hall:

This will acknowledge receipt of your recent letter and the attached claim of the Oregon Teamsters Employers Trust in the amount of $653 which covers delinquent premiums to a health and welfare fund for medical care and attention to employees of Thomas Tuss, dba Tuss Brothers Construction Company. This is in connection with State Highway Contract No. 5214, for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

So there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing. In the meantime this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

CWH:jmc

NOTED ON CARD

October 22, 1959

Hon. Howell Appling, Jr.
Secretary of State
Capitol Building
Salem, Oregon

Attention: Mr. George C. Stephens
Public Records Section

Dear Sir:

Attached is a claim for filing, in the amount of $653, received from Bruce MacGregor Hall, Attorney at Law, Portland, on behalf of the Oregon Teamsters Employers Trust covering delinquent premiums to a health and welfare fund for medical care and attention to employees of Thomas Tuss, dba Tuss Brothers Construction Company.

This appears to be in connection with State Highway Contract No. 5214, for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

CWH:jmc

October 22, 1959

Maryland Casualty Company
John S. Hopkins, Manager
Portland Claim Division
Equitable Building
Portland 4, Oregon

Gentlemen:

A recent letter with claim attached has been received from Bruce MacGregor Hall, Attorney at Law, Portland, on behalf of the Oregon Teamsters Employers Trust advising that Tuss Brothers Construction Company owe them $653 for delinquent premiums to a health and welfare fund for medical care and attention to employees.

This appears to be in connection with State Highway Contract No. 5214, for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMM.

Secretary

CWH:jmc
cc: Commercial Insurance Agency
328 North Commercial
Salem, Oregon

Tuss Brothers Construction
Route 1, Box 477
Woodburn, Oregon

Commissioners
W. C. Williams
Forrest Cooper

BRUCE MacGREGOR HALL
ATTORNEY AT LAW
EXECUTIVE BUILDING
PORTLAND 4, OREGON
[redacted]
CApitol 6-4727

Auditor
State Highway Department
Salem, Oregon

RE: M. Unit, Crescent Lake Jct.--
The Dalles-Calif.Hwy. Jct.Sec.
Willamette Highway Klamath
County Contract 5214 FAP
DF-184 (4).

Dear Sir:

Enclosed please find Notice required to be filed under O.R.S. 279.528 relative to Thomas Tuss, dba Tuss Brothers Construction Co.

Very truly yours,

BRUCE M. HALL

BMH:jc

cc: Maryland Casualty Company
Equitable Building
Portland 4, Oregon

REFERRED TO
Jerry
C. H. MAISON, Auditor

NOTICE

TO: State Highway Department, State of Oregon, Salem, Oregon

RE: M. Unit, Crescent Lake Jct.--
The Dalles--Calif. Hwy. Jct.
Sec. Willamette Highway Klamath
County Contract 5214 FAP DF-
184 (4).

Notice hereby is given that the undersigned, M. A. Erland, et al. as trustees of an express trust, acting by and through William C. Earhart, administrator, have a claim for delinquent premiums to a health and welfare fund for medical care and attention to employees of Thomas Tuss, dba Tuss Brothers Construction Co. a prime contractor on the above project. This claim is in the amount of $ 653.00 against the bond taken from Thomas Tuss, dba Tuss Brothers Construction Co. and Maryland Casualty Company for health and welfare payments to the Oregon Teamsters Employers Trust.

TRUSTEES OF THE OREGON TEAMSTERS
EMPLOYERS TRUST

By William Earhart
Administrator

Subscribed and sworn to before me this 16th day of October, 1959.

Notary Public for Oregon
My Commission expires My Commission Expires Aug. 26, 196

[illegible]

RECEIVED
OCT 15 1959
FOR FILING

[illegible]

5214

October 14, 1959

State Department of Agriculture
Agriculture Building
Salem, Oregon

Attention: Mr. Walter B. Steele, Deputy State Sealer
Weights and Measures

Gentlemen:

This is to acknowledge receipt of your letter of October 12 stating that Tuss Bros. Construction owes you $79.50 for testing a scale near the summit of Willamette Pass. This appears to be in connection with our Contract No. 5214, grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

This contract is approximately 92 percent complete. The Maryland Casualty Company through Commercial Insurance Agency, 328 Commercial St., N.E., Salem, Oregon, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim for a period longer than six months following acceptance of the contract by the Highway Commission you should file the claim with the Secretary of State.

In the interim, this information will be noted in our records and we will advise the surety and the contractor.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:ms

NOTED ON CARD
ac

STATE OF OREGON
DEPARTMENT OF AGRICULTURE
SALEM

October 12, 1959

#5214

12% [illegible]

Mr. Floyd Query, Secretary
State Highway Department
Highway Building
Salem, Oregon

Dear Mr. Query:

On July 1, 1959 we tested a 50 ton Murphy Contractors scale for Tuss Bros., Box 477, Woodburn, Oregon, with the Morris Scale Company of Portland. Scale located near the summit of Willamette Pass.

They were billed on July 13, 1959 for $79.50. This was our cost for time and mileage to do the testing. The bill has not been paid.

We are enclosing a copy of this billing and request that the bill be paid before final settlement is made by the Highway Department for this job.

Very truly yours,

Walter B Steele
Walter B. Steele, Deputy State Sealer
Weights and Measures

WBS:js

Encl.

NOTED
FLOYD QUERY

RECEIVED
13 1959
OREGON
STATE HIGHWAY COMMISSION

[illegible]

[illegible]

NOTICE OF CHARGE

STATE OF OREGON
DEPARTMENT OF AGRICULTURE
Agriculture Building
SALEM

July 13, 1959

Nº 00978

DATE

[illegible] Bros. Construction
Box 477
Woodburn, Oregon

Please pay within 15 days

Make all checks payable to State Department of Agriculture

DATE	DESCRIPTION OF MILEAGE, HOURLY RATE, OR OTHER SERVICE CHARGE	AMOUNT	
[illegible] & [illegible]	For testing one 50 ton Murphy scale at Summit of Willamette Pass		
	250 miles at $0.08 per mile	$ 20	00
	14 hours at $4.25 per hour - one man	59	50
	Total	$ 79	50

RECEIVED
OCT 15 1959
FOR FILING

5214

October 14, 1959

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins, Mgr.
Portland Claim Division

Gentlemen:

A letter has been received from the State Department of Agriculture, Salem, advising that Tuss Bros. Construction owes them $79.50 for testing a scale near the summit of the Willamette Pass.

This appears to be in connection with our Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:ms

CC: Commercial Insurance Agency
328 Commercial St., N.E.
Salem, Oregon

Tuss Bros. Construction
Rte. 1, Box 477, Woodburn, Oregon

Highway Commission
W. C. Williams
Forrest Cooper

NOTED ON CARD

RECEIVED
OCT 14 1959
FOR FILING

5214

October 13, 1959

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John G. Hopkins, Mgr.
Portland Claim Division

Gentlemen:

Attached is a copy of a claim in the amount of $7,371.12 which has been filed with the Secretary of State by C. R. O'Neil, subcontractor, for earnings on work performed for Tuss Bros. Construction, Woodburn. This appears to be in connection with our Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:me
att.

cc: Commercial Insurance Agency
328 N. Commercial St.
Salem, Oregon

Tuss Bros. Construction
Rte. 1, Box 477, Woodburn, Oregon

Highway Commission
W. C. Williams
Forrest Cooper

NOTED ON CARD
dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

October 8, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from C. R. O'Neil, General Contractor Rte. 2 Box 95, Creswell, Oregon and filed as of this date, a notice of claim by Tuss Bros. Cont. a co-partnership, principal, Rt. 1 Box 477, Woodburn, Oregon and Maryland Casualty Company, surety, for earnings on work performed by C. R. O'Neil, sub-contractor, in the sume of $7,371.12. State Highway Contract No. 5214.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Frances Koop
Public Records Section

[illegible]

GS:FK
Enc.

RECEIVED
13 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED
C. W. HEAD

C. R. O'NEIL
GENERAL CONTRACTOR
CRESWELL, OREGON

October 5, 1959

ADDRESS REPLY TO

Rte. 2 Box 95
Creswell, Oregon

Secretary of State
Salem, Oregon.

Re: Tuss Bros. Cont.
State Highway Contract No. 5214

Dear Sir:

I hereby wish to file a claim against Tuss Bros. Cont. a co-partnership, doing business at Rte. 1 Box 477, Woodburn, Oregon, and Maryland Casualty Company, Surety for Tuss Bros., for earnings on work performed by me as per sub-contract agreement dated July 25, 1958, on the above noted State Highway Contract No. 5214.

The total of my claim is Seven thousand, three hundred, seventy-one dollars and twelve cents ($7,371.12), consisting of the following. Two-Thousand, seven hundred, ninety-nine dollars and eighty-two cents ($2,799.82), which was due and payable on December 5, 1958, and Four-Thousand, five hundred, seventy-one dollars and Thirty cents ($4,571.30) retainage which becomes due upon completion of the project.

Very truly yours,

C. R. O'Neil
C. R. O'Neil

cc: Floyd Query
Sec. of the Oregon Highway Dept.

Maryland Casualty Company, Surety
Portland, Ore.

Tuss Bros. Cont.
Woodburn, Oregon.

File # 3663

FILED
OCT 8 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
OCT 8 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

A

RECEIVED
OCT - 2 1959
FOR FILING

1F-184(4)

2 ✓

October 1, 1959

Mr. Bruce Macgregor Hall
Attorney at Law
Executive Building
Portland 4, Oregon

Dear Sir:

As requested in your letter of September 28, we are attaching a certified copy of Contract No. 5214 with Tuss Bros. Const. for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

We are also attaching a copy of our "Standard Specifications for Highway Construction."

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

BRUCE MACGREGOR HALL
ATTORNEY AT LAW
EXECUTIVE BUILDING
PORTLAND 4, OREGON
~~[illegible]~~
CApitol 6-4727

September 28, 1959

State Highway Department
Salem, Oregon

ATTENTION: OFFICE ENGINEER

Re: M. Unit, Crescent Lake Jct.-
The Dalles-Calif. Hwy. Jct. Sec.
Willamette Highway
Klamath County
Contract 5214 FAP DF-184(4)

Gentlemen:

Enclosed please find affidavit as required under O.R.S. 279.512. May I request a copy of the contract and bond for Thomas Tuss, dba Tuss Brothers Construction Co. [illegible]

Very truly yours,

BRUCE M. HALL

BMH:jc
Enc.

**NOTED
C. W. HEAD**

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Multnomah)

I, William C. Earhart, being first duly sworn, depose and state as follows:

1. That I am the duly appointed and acting Administrator of the Oregon Teamsters Employers Trust and of the A.G.C. Teamster Welfare Trust.

2. That I am the duly authorized representative of the plaintiffs named in the Complaint attached hereto and by this reference incorporated herein as though fully set forth.

3. That the delinquent payments referred to in the claim are in the nature of wages, and in addition are for medical care, attention to employees of the defendant contractor, and other services covered under O.R.S. 279.540.

4. That I make this affidavit in support the request of the plaintiffs herein under O.R.S. 279.512 for a copy of the contract and bond for Thomas Tuss, dba Tuss Brothers Construction Co. designated as follows:

M. Unit, Crescent Lake Jct.--The Dalles--
Calif. Hwy. Jct. Sec. Willamette Highway
Klamath County Contract 5214 FAP DF-184(4).

William Earhart
William C. Earhart

Subscribed and sworn to before me this 25th day of September, 1959.

Notary Public for Oregon
My Commission expires My Commission Expires Aug. 26, 196

FORM E-123-X 37.5M 10-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
SEP 25 1959
FOR FILING

September 24, 1959

Honorable Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Russell Davenport

Dear Sir:

For your records I enclose a release of the blanket assignment on contract No. 5214 given by Tuss Brothers Construction in favor of the Commercial Bank of Salem and submitted by me to your office on September 19, 1958.

This release was not received by us until the attached estimate voucher No. 23278 for $34,233.06 had been submitted to your office. As originally submitted, this covered estimate No. 9 on the above-mentioned contract and still carried the assignment to the Commercial Bank of Salem. Notice of the completion of the assignment on estimate No. 8 was received by us after submitting the voucher to your office and we, therefore, requested its return for correction, eliminating the assignment and showing the new mailing address for warrants on this contract which will apply for the life of the contract. My understanding is that the re-submitting of the voucher is satisfactory to your office and that the warrant may be issued in the near future.

Very truly yours,

W. C. WILLIAMS
State Highway Engineer

Carl F. Smith

By: Carl F. Smith
Claims Supervisor

CFS:jm
Encl.

cc: John Herr
Floyd Query

NOTED
FLOYD QUERY

RECEIVED
SEP 25 1959
FOR

THE COMMERCIAL BANK OF SALEM
Church and Chemeketa Streets
SALEM, OREGON

September 23, 1959.

Contract 5214

Mr. Floyd Query
Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

Dear Sir:

We wish to advise you that the advances made under the assignment of Tuss Bros. Construction Company being in the form of two notes the principal sum totaling $21,432.64 have been paid in full.

Very truly yours,

Donald B. Peterson

Donald B. Peterson
President

DBP:jmr

2 copies for Carl Smith 10-24-59

NOTED
FLOYD QUERY

1959

RECEIVED
SEP 23 1959
FOR FILING

September 22, 1959

Mr. Bruce M. Hall
Attorney at Law
Executive Building
Portland 4, Oregon

M. Unit, Crescent Lake Jct.-
The Dalles-Calif. Hwy. Jct. Sec.
Willamette Highway
Klamath County
Contract 5214 FAP DF-184(4)

Dear Mr. Hall:

The surety bond for Highway Commission Contract 5214 was issued by the Maryland Casualty Company, Equitable Building, Portland 4, Oregon. Tuss Brothers Construction Co. is the prime contractor on this project.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:bb

# 5214
18-1880

BRUCE MacGREGOR HALL
ATTORNEY AT LAW
EXECUTIVE BUILDING
PORTLAND 4, OREGON
CApitol 6-4727

September 21, 1959

R. L. Porter
Office Engineer
State Highway Department
Salem, Oregon

Dear Mr. Porter:

Kindly refer to your letter of September 18, 1959 to the undersigned relative to the claim of Oregon Teamsters Employers Trust against Thomas Tuss, dba Tuss Brothers Construction Co.

Your suggestion that we may have recourse against the bondsman is certainly a helpful one. With regard to the claim reduced to Judgment (a copy of which was sent to you) we have been advised that United Pacific Insurance Company was the bondsman. However, they replied to us that they were the bondsman for Calkins Construction Company, for whom Tuss Brothers was at that time a sub-contractor, and for this reason would decline to make payment. I am not as yet sure of their legal justification for this stand.

In the present case, it would appear that Tuss Brothers may be working as a principal contractor, and in that event an insurer could not take the same refuge as United Pacific has in the prior case. Would you therefore kindly advise us as to your information with regard to Tuss Brothers' present bonding, with a view to a letter by our organization addressed to such bondsman demanding these payments?

Very truly yours,

Bruce M. Hall

BRUCE M. HALL

BMH:jc

4

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SEP 23 1959
FOR FILING

NF 184 (4)

52-1

September 22, 1959

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins, Manager, Portland Claim Division

Gentlemen:

On September 16 a letter was received from Bruce M. Hall, attorney representing the Oregon Teamsters Employers Trust, stating that Tuss Bros. are delinquent on payments to the Teamsters Trust in connection with work being performed on our Contract No. 5214 on the Willamette Highway. The amount of their claim is $468, plus $175 attorney's fee.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ms

cc: Mr. R. L. Porter

note on card

The letter of 9-16 was addressed to Porter and answered by him

NOTED ON CARD
EC

RECEIVED
SEP 18 1959
FOR FILING
[illegible]

September 18, 1959

Mr. Bruce M. Hall
Attorney at Law
Executive Building
Portland 4, Oregon

Middle Unit, Crescent Lake Jct.-
The Dalles-California Jct. Sec.
Willamette Highway
Klamath County
Cont. 5214 FAP DF-184(4)

Dear Mr. Hall:

This is to acknowledge your letter of September 16, 1959, concerning claim of Oregon Teamsters Employers Trust against Thomas Tuss, dba Tuss Brothers Construction Co. and which is in connection with Oregon Highway Commission Contract No. 5214.

We will advise Mr. Tuss that you are commencing legal action to recover your claim and will suggest to him that he take steps to take care of the matter. We are not very confident that this notice from the highway department will be effective.

Your attention is invited to ORS 279.502 - 279.544 which provides a means for recovering claims against state contractors. It seems that Section 279.540 may cover your problem.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:bb

BRUCE MacGREGOR HALL
ATTORNEY AT LAW
EXECUTIVE BUILDING
PORTLAND 4, OREGON
XXXXXXXXXX
CApitol 6-4727

September 16, 1959

Mr. R. L. Porter
Office Engineer
State Highway Department
Salem, Oregon

RE: THOMAS TUSS, dba TUSS BROTHERS
CONSTRUCTION CO.

Dear Mr. Porter:

The Oregon Teamsters Employers Trust, which manages the health and welfare plan for employers of Teamsters in the construction and transportation industries, has been experiencing extreme difficulties in obtaining payments from the above contractor in behalf of his employees in recent State highway construction jobs. The Portland office of the State Highway Department suggested that I write to you to see what action you would be able to advise that I take.

Mr. Tuss is currently delinquent on a State Highway job he is doing presently at the summit of the Willamette Pass. A copy of a complaint now being filed to cover his present delinquencies is enclosed (marked as Exhibit A). On a former job Mr. Tuss incurred various delinquencies, and an original of an execution issued by the Marion County District Court on December 4, 1958 is enclosed. It will be seen that approximately $662.73 is owing on the older judgment.

I have personally spoken to Mr. Tuss, and he has promised to make the various payments and reports, etc. However, this was long ago, and as you can see, no such payments have been made.

Thanking you in advance for whatever assistance you can give as to whether a legal proceeding such as garnishment must be followed, or whether the State Highway Department, using the evidence furnished it herewith, can pursuade Mr. Tuss to make these payments for the benefit of his employees.

Very truly yours,

BRUCE M. HALL

BMH:jc
Enc.

IN THE DISTRICT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF [redacted] MARION

W. RAY ROGERS, et al., as Trustees
of an Express Trust,
Plaintiffs

vs.

THOMAS TUSS, dba TUSS BROTHERS
CONSTRUCTION CO.,
Defendant.

EXECUTION
14039

To the Sheriff of such County, or any Constable in any District therein — Greeting:

WHEREAS, plaintiffs *has obtained a judgment against* Thomas Tuss, dba Tuss Brothers Construction Co. *for the sum of* Five Hundred and 40/100 ($540.00) Dollars, plus a reasonable attorney's fee in the sum of One Hundred and no/100 ($100.00) Dollars, together with costs and disbursements herein incurred taxed at Eighteen and 42/100 $18.42) Dollars

before E. O. Stadter, Jr. *, a Judge in and for the District of* [redacted] *aforesaid, on the* 5th *day of* August *, 19*58

Therefore, in the name of the State of Oregon, you are hereby commanded that of the personal property of the said Thomas Tuss, dba Tuss Brothers Construction Co. *excepting such as the law exempts, you cause to be made by levy and sale, according to law, the amount of such judgment and disbursements and expenses that may accrue (less* *)*

and of this writ make legal service and due return to me within sixty days from the date hereof.

Given under my hand this 4 *day of* December *, 19*58

H. C. MATTSON [redacted]*, Clerk.*

by Dorothy Pearson
Deputy.

55737

Clerk's No. 14039

IN THE
DISTRICT COURT
OF THE
STATE OF OREGON
FOR THE
COUNTY OF MULTNOMAH

W. RAY ROGERS, et al., as Trustees of an Express Trust,
Plaintiffs

vs.

THOMAS TUSS, dba TUSS BROTHERS CONSTRUCTION CO.,
Defendant.

EXECUTION

Judgment Debt	$ 540.00
Interest	
Attorney Fee	100.00
Cost Bill	18.42
Clerk's Accruing Costs	
Constable's Fees	4.31
Mileage	
Total	$
Payments Made	$
Balance Due	$

BRUCE M. HALL
Attorney— for Plaintiffs
Telephone CApitol 8-7276
Address 606 Executive Bldg.
Portland 4, Oregon

$ ______ Constable's Fee paid

SHERIFF'S OFFICE
DEC 5 AM [illegible]
BY [illegible]

STATE OF OREGON,
County of Multnomah, } *ss.*

I Hereby Certify, that I have received the within execution on the ______ *day of* ______, 19 —, *and executed the same on the* ______ *day of* ______, 19 ___, *at* ______ *in said County and State, by* ______

JOHN BAIN, Constable,

By ______
Deputy Constable.

STATE OF OREGON,
County of Multnomah, } *ss.*

I hereby Certify, that the within is a full and true copy of the original execution now in my hands for service in the within entitled ______ *this* ______ *day of* ______, 19 ___.

JOHN BAIN, Constable,

By ______
Deputy Constable.

IN THE **DISTRICT** COURT OF THE STATE OF OREGON

FOR THE COUNTY OF **MULTNOMAH**

R. W. ALLEN, et al., as Trustees of an Express Trust, Plaintiffs, vs. **THOMAS TUSS, dba TUSS BROTHERS CONSTRUCTION CO.,** Defendant	)	NO. COMPLAINT

Come now plaintiffs and for cause of action against the above-named defendant complain and allege:

I.

That at all times hereinafter mentioned, plaintiffs were and are collectively the sole trustees of an express trust in writing known as the

A. G. C. Teamster Welfare Trust

which said trust administers contributions by employers for medical care, hospital care and related needs of employees of said employer. **That William C. Earhart is Administrator for trustees and authorized to prosecute suit.**

II.

That on **October 1, 1956** defendant made and entered into a written agreement with a local union of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, as representatives of certain employees of defendant whereby for good and valuable consideration, including the beneficial results to said employer resulting from amicable collective bargaining, defendant agreed to pay to plaintiffs, as trustees aforesaid, the sum of 7-1/2¢ per man-hour for each employee covered by said agreement.

III.

That commencing on or about **June, 1958** / minus Oct. & Nov., 1958 until date, defendant had in **his** employ at least **three** employees covered and benefitted by the agreement aforesaid, and that on account thereof there became due and owing to plaintiffs, as trustees, the sum of 7-1/2¢ per man-hour that despite the requirement of said trust agreement that defendant report monthly the number of employees of defendant covered by said agreement to plaintiffs, and on whose account he owes said payments, defendant has failed, refused or neglected to do so; that plaintiffs are informed and believe, and therefore allege, that there have been three such employees covered under said trust agreement during the period of delinquency above set forth; and that there is now due and owing from defendant to plaintiffs the sum of $ 468.00 on their account; and that demand for payment has been made. **That said trust agreement provides for an award of reasonable attorney's fee in actions on delinquency, and for forum in Multnomah County.**

IV.

That more than 48 hours have elapsed since said demand for payment was made, but that defendant has failed and refused to pay said amount, or any part thereof; that said payments constitute compensation for personal services rendered by the employees of defendant and each of them to defendant.

V.

That the sum of $175 is a reasonable sum to be awarded plaintiffs as attorney's fee for the prosecution of this action against defendant.

WHEREFORE, plaintiffs demand judgment against defendant in the sum of $ 468.00, plus their costs and disbursements incurred herein, and a reasonable attorney's fee of $ 175.00.

____
Attorney for Plaintiffs

Bruce M. Hall
Attorney at Law
808 Executive Building
Portland 4, Oregon
CApitol 6-4727

STATE OF OREGON,
County of Multnomah } ss.

I, William C. Earhart being first duly sworn, say that I am the Administrator for the Trustees in the within entitled action and that the foregoing Complaint is true as I verily believe

NOTARIAL SEAL

Subscribed and sworn to before me this .... day of September, 1959

Notary Public for Oregon.

My Commission expires ....

STATE OF OREGON,
County of Multnomah } ss.

I hereby certify that I have prepared the foregoing copy of Complaint and have carefully compared the same with the original thereof; and that it is a correct copy therefrom and of the whole thereof.

That the said Complaint in my opinion is well founded in law.

Dated September, 1959

Attorney for Plaintiffs

STATE OF OREGON,
County of .... } ss.

Due service of the within .... is hereby accepted in .... County, ..., this .... day of ...., 19........, by receiving a copy thereof, duly certified to as such by .... of Attorneys for ....

Attorney ..... for ....

No. ....

In the DISTRICT Court
OF THE
STATE OF OREGON
FOR MULTNOMAH COUNTY

R. W. ALLEN, et al., as Trustees of an Express Trust,
Plaintiffs

vs.

THOMAS TUSS dba TUSS BROTHERS CONSTRUCTION CO.,
Defendant

COMPLAINT

BRUCE MACGREGOR HALL
EXECUTIVE BUILDING
PORTLAND 4, OREGON
[illegible]
CApitol 6-4727

Attorney for Plaintiffs

FORM No. 100½ STEVENS-NESS LAW PUB CO., PORTLAND

I hereby certify that I served the foregoing .... on ...., attorney for .... on the .... day of ...., 19........, by mailing to him a true and correct copy thereof, certified by me as such. I further certify that said copy was placed in a sealed envelope addressed to the said attorney at ...., which is his regular office address, or his address as last given by him on a document which he has filed in the above entitled cause and served on me; said sealed envelope was then deposited in the United States post office at ...., Oregon, on the day last above mentioned, with the postage thereon fully paid.

Attorney for

RECEIVED
SEP 18 1959
FOR FILING

September 18, 1959

Tuss Bros. Construction Co.
Route 1, Box 477
Woodburn, Oregon

Middle Unit, Crescent Lake Jct.-
The Dalles-California Hwy. Jct. Sec.
Willamette Highway
Klamath County
Contract 5214 FAP DF-184(4)

Gentlemen:

We have been advised by the Oregon Teamsters Trust through their attorney, Mr. Bruce H. Hall, that they are commencing a legal action to recover monies due them for health and welfare benefits furnished to your employees on the above contract. While this department does not attempt to pass on the validity of various claims against its contractors we feel the matter should be brought to your attention.

Your attention is also invited to Oregon Revised Statues Sections 279.502 - 279.544 which may cover a situation of this kind.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:bb

RECEIVED
SEP 18 1959
FOR FILING

September 17, 1959

Mr. John R. Sabin, Attorney
Mautz, Souther, Spaulding, Kinsey & Williamson
Board of Trade Building
Portland 4, Oregon

Dear Mr. Sabin:

As requested in your telephone conversation last week, we are now able to give you information pertaining to Contract No. 5214 with Tuss Bros. Construction for grading and paving the Middle Unit, Crescent Lake Jct. - The Dalles-Calif. Jct. Section of the Willamette Highway in Klamath County. Our Office Engineering Division informs us that Estimate No. 9 will amount to $34,233.06. The voucher covering this estimate was mailed to the contractor for signature on September 16. It is not known at this time just when this estimate will be mailed to the Maryland Casualty Company.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

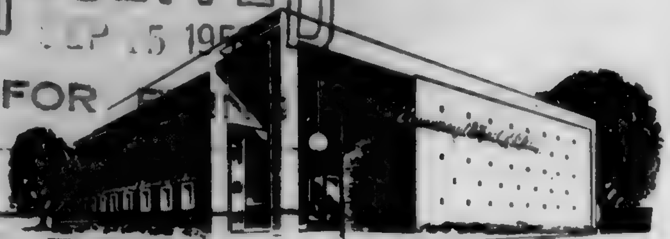
Secretary

CWH:fp

RECEIVED
SEP 15 195
FOR [illegible]

NF [illegible]

5214



THE COMMERCIAL BANK OF SALEM
Church and Chemeketa Streets
SALEM, OREGON

September 3, 1959.

Mr. Floyd Query
Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

Dear Sir:

We anticipated the next disbursement under the assignment given by Tuss Bros. on State Highway contract No. 5214 would be in excess of the amount due us, and in accordance with our agreement with the bonding company were to remit to them any excess over the above amount owing us at the time of the receipt of the payment.

I believe this is substantially what you outlined in your letter under date of September 2.

Very truly yours,

Donald B. Peterson

Donald B. Peterson
President

DBP:jmr

NOTED ON CARD
EC

NOTED
FLOYD QUERY

A

note on card

RECEIVED
SEP - 1 1959
FOR FILING

5214

September 2, 1959

The Commercial Bank of Salem
Church and Chemeketa Streets
Salem, Oregon

Attention: Donald B. Peterson, President

Dear Mr. Peterson:

This is an acknowledgment of your letter of August 27 stating that the sum of $20,648.20 remains due to your bank under the assignment given by Tuss Brothers on State Highway Contract No. 5214.

It is anticipated that the next estimate payment on this project will be considerably in excess of the amount of your assignment. A letter has been received from Mr. John R. Sabin, representing Maryland Casualty Company, stating that it will be satisfactory to Maryland Casualty Company that the entire amount of the next estimate, No. 8, be forwarded to the bank, with the understanding that the bank will pay the amount in excess of their assignment to Maryland Casualty Company. In ~~An~~ explanation of this procedure, I should state that it is not possible for us to split an estimate payment.

Will you please let us know if the procedure suggested by Mr. Sabin is agreeable with you.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj

cc: Mr. John R. Sabin
Mautz, Souther, Spaulding, Kinsey & Williamson
Attorneys at Law

Mr. John S. Hopkins, Manager
Portland Claim Division
Maryland Casualty Company

Tuss Brothers Construction

Mr. L. I. Lindas, Chief Counsel
Attention: Mitchell Crew

NOTED ON CARD
Jmc
9/3/59

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN
DOUGLAS M. THOMPSON
JAMES R. MOORE
JAMES H. BRUCE
ROLAND F. BANKS, JR.
GINO G. PIERETTI, JR.

R. W. WILBUR
1892-1950
H. B. BECKETT
1912-1950

August 28, 1959

Mr. Floyd Query
Secretary
Oregon State Highway Commission
State Highway Department
Salem, Oregon

Re: Contract No. 5214

Dear Mr. Query:

Thank you for your letter of August 25. I note that it is not possible for the Highway Department to split the amount of Estimate No. 8 and so long as it is agreeable to the Bank it will be satisfactory to Maryland Casualty Company that the entire amount be forwarded to the Bank with the understanding that the Bank will pay the excess to Maryland Casualty Company.

Very truly yours,

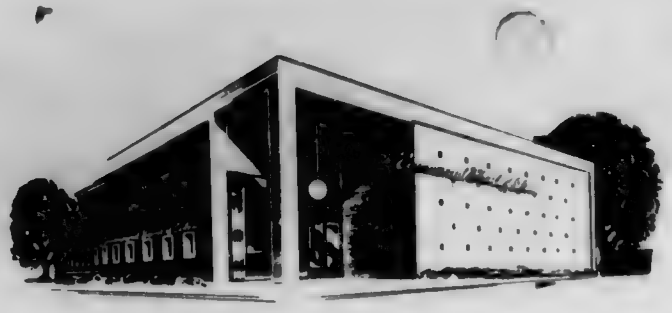
John R. Sabin

John R. Sabin

JRS:J

NOTED ON CARD
gmc
9/3/59

AUG [illegible]



THE COMMERCIAL BANK OF SALEM
Church and Chemeketa Streets
SALEM, OREGON

August 27, 1959.

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Attention: Floyd Query, Secretary

Gentlemen:

This is in reply to your letter of August 26 regarding Tuss Bros. Construction on contract No. 5214. Our assignment has not been satisfied by the previous payments.

There is due us under the assignment of this contract the sum of $20,505.64 together with interest of $142.56, making a total amount due as of this date of $20,648.20. Interest on the obligation will accrue at the rate of $3.69 per day.

Very truly yours,

Donald B. Peterson

Donald B. Peterson
President

DBP:jmr

Copy sent to Mitchell Crew, Legal Dept., on 8/28/59

NOTED ON CARD
gmc
9/3/59

RECEIVED
AUG 27 1959
FOR FILING

DF 1-4(4)
5214

[illegible]

August 26, 1959

Mr. Earl Adams, Constable
Marion County Courthouse
Salem, Oregon

Dear Mr. Adams:

Attached is a "Notice to Garnishee" received in this office August 21, 1959 in behalf of Page and Page Company against Tuss Brothers in the amount of $626.40.

There are no funds due Tuss Brothers because of prior assignments which have been filed against them for funds earned under our contract no. 5214.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

FQ:rj

cc: Maryland Casualty Company
520 Equitable Building, Portland, Oregon
Attention: John S. Hopkins, Manager

cc: Tuss Brothers Construction
Route 1, Box 477
Woodburn, Oregon

NOTED ON CARD
Jmc
8/26/59

FORM E-128-X 50M 6-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

Aug. 26, 1959

Earl Adams, Constable
Marion County
Salem, Oregon

Attention: C. A. Larson, Deputy

Dear Sir:

Re: Notice to Garnishee
& Writ of Attachment
No. 16526
Page and Page Company
v. Thomas Tuss, etc.,
dba Tuss Brothers.

Receipt is acknowledged of the above captioned process, which was served upon the Highway Department on August 21, 1959.

The file on this matter is today being forwarded to the Secretary of the Highway Commission for further handling.

Yours very truly,

FLORENCE W. HAYES
Legal Secretary

FWH

cc- Mr. John Herr
Mr. Floyd Query ✓

NOTED
FLOYD QUERY

NO. 16526

In the District Court of the State of Oregon

FOR THE COUNTY OF MARION

Page and Page Company,
a corporation
Plaintiff

vs.

Thomas Tuss, John Tuss and Clifford Tuss
as individuals and also dba Tuss Brothers
Defendant

CIVIL ACTION FOR THE RECOVERY OF MONEY

IN THE NAME OF THE STATE OF OREGON

To the Sheriff or any Constable of said County, Greeting:

You are hereby commanded that of the Personal property within your county of the above named defendants, Thomas Tuss, John Tuss and Clifford Tuss, as individuals and also dba Tuss Brothers excepting such as the law exempts, you attach and safely keep, as by law directed, so much thereof as may be sufficient to satisfy the demands of the above named Plaintiff, namely, the sum of $500.00 with 6% from April 29,1958,and for $80.35 with 6% from April 29,1958 Dollars, together with interest and cost and the expenses of the action, and of this writ make legal service and due return to me.

Fee $1.70

Given under my hand this 20th day of August 1959

H. C. Mattson, Clerk
H. A. JUDD, Clerk

B. Brumfield
Deputy

IVIL ACTION FOR THE R VERY OF MONEY For Sale by JO ON, SIEWERT & ALDRICH, Salem, Oregon

NO. 16526

In the District Court of the State of Oregon

FOR THE COUNTY OF MARION

Page and Page Company,
a corporation
Plaintiff

vs.

Thomas Tuss, John Tuss and Clifford Tuss
as individuals and also dba Tuss Brothers
Defendant

CIVIL ACTION FOR THE RECOVERY OF MONEY

IN THE NAME OF THE STATE OF OREGON

To the Sheriff or any Constable of said County, Greeting:

You are hereby commanded that of the Personal property within your county of the above named defendants, Thomas Tuss, John Tuss and Clifford Tuss, as individuals and also dba Tuss Brothers excepting such as the law exempts, you attach and safely keep, as by law directed, so much thereof as may be sufficient to satisfy the demands of the above named Plaintiff, namely, the sum of $500.00 with 6% from April 29,1958, and for $80.35 with 6% from April 29,1958 Dollars, together with interest and cost and the expenses of the action, and of this writ make legal service and due return to me.

Fee $1.10

Given under my hand this 20th day of August 1959

H. C. Mattson, Clerk
~~H. A. JUDD, Clerk~~

B. Brumfield
Deputy

STATE OF OREGON,
COUNTY OF MARION. } ss.

I hereby certify, that I received the within Writ of Attachment on the.. day of.., 19......., and executed the same on the.. day of.., 19......., ... in said County and State, by receiving from within named Defendant the sum of $....................... to abide events, by attaching and taking into my possession...

....

....

....

....

....

the same being now in my custody and under my control, by serving a notice of garnishment, together with a copy of the Writ of Attachment upon.. garnishee a copy of said notice of garnishment, the answer of which garnishee is hereto attached and made a part of this return.

Constable.

By...
Deputy Constable.

I hereby certify, that the within is a true copy of the original Writ of Attachment in the within entitled action, as the same appears in my hands for service.

Marion County, Oregon, ...Aug. 20th,.................................., 19 59..

EARL ADAMS, CONSTABLE Constable.

BY ____________
DEPUTY

By...
Deputy Constable.

No..........................

IN THE
DISTRICT COURT
OF THE
STATE OF OREGON
FOR THE
COUNTY OF MARION

....
Plaintiff

vs.

....
Defendant

ATTACHMENT
Writ of, with Copy

A

RECEIVED
AUG 27 1959
FOR FILING

August 26, 1959

Commercial Bank of Salem
306 Church St., N E.
Salem, Oregon

Gentlemen:

On September 13, 1958 we received a properly executed assignment of claim in favor of your bank for all monies due or to become due to Tuss Brothers Construction on Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction of the Willamette Highway in Klamath County.

Our records indicate that the following amounts have been paid to your bank in accordance with your assignment:

Estimate No.	Amount	Date Mailed	Warrant No.
3	$ 3,200.91	10-16-58	H225662
4	17,541.22	10-23-58	H226178
5	23,303.51	11-28-58	H229727
6	8,567.36	1-9-59	H232946
7	927.00	8-6-59	5876

We have received a letter from Mr. John R. Sabin of the firm of Mautz, Souther, Spaulding, Kinsey & Williamson of Portland, advising that the sum of $21,432.64 should be paid directly to your bank. We are not certain as to whether the amount mentioned pertains to the date of the assignment on September 13, 1958 or a later date.

Will you please advise if your assignment has been satisfied by the payments that already have been made or, if not, how much is due.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ms
cc: Mr. John R. Sabin
Mautz, Souther, Spaulding, Kinsey & Williamson
Board of Trade Bldg, Portland 4, Oregon

L. I. Lindas, Attn.: Mitchell Crew

NOTED ON CARD
jmc
8/27/59

August 25, 1959

Mautz, Souther, Spaulding, Kinsey & Williamson
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Attention: Mr. John R. Sabin

Gentlemen:

This is in response to your letter of August 24 concerning disposition of funds earned by Tuss Brothers Construction on our Contract No. 5214.

I believe that a chronological resume of pertinent facts regarding this contract would be in order at this time. Our records show that on September 13, 1958 an assignment of claim in favor of the Commercial Bank of Salem was received and approved by the surety for all monies due or to become due on this contract. In accordance with this assignment, the Accounting Division has provided the following information on amounts paid on the contract to the Commercial Bank:

Estimate No.	Amount	Date Mailed	Warrant No.
3	$ 3,200.91	10-16-58	H225662
4	17,541.22	10-23-58	H226178
5	23,303.51	11-28-58	H229727
6	8,567.36	1-9-59	H232946
7	927.00	8-6-59	5876

It should be noted that since January 9, 1959 only one payment has been made in the amount of $927. The Office Engineer has informed us that Estimate No. 8 in the amount of approximately $46,000, will be processed for payment as soon as the contractor has submitted the necessary payroll affidavits.

It appears that the assignment to the Commercial Bank may have been satisfied by payments already made; however, a copy of Mr. Roy Harland's letter, dated May 4, 1959, and Mr. Arno Denecke's letter of April 27, 1959 were not received in this office until August 13, 1959. If the assignment to the bank is not satisfied we should point out that it is not possible for us to split the amount of Estimate No. 8.

NOTED ON CARD

jmc
8/27/59

If the assignment to the bank has been satisfied, we will be pleased to forward checks for future estimates to Maryland Casualty Co., in care of Mr. John S. Hopkins, 520 Equitable Bldg., Portland. This action would be in accord with the assignment filed with us by the surety on March 20, 1959.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:jmc

cc: Mr. John S. Hopkins, Manager
Portland Claim Division
Maryland Casualty Company
Equitable Building
Portland 4, Oregon

L. I. Lindas
Attn: Mitchell Crew

Contract 5314 - Iness Brothers - Paid to Commercial Bank.

Vo No	Est No.	Amount	Date mailed	Wt. No.
22554	3.	3,200.91	10-16-58	H 225662
23916	4	17,541.22	10-23-58	H 226178
27[illegible]22	5	23,303.51	11-28-58	H 229727
2[illegible]08	6	8567.36	1-9-59	[illegible]
17794	7	927.00	8-6-59	5876
info from 8/25/59 DB Parker	8 (not in from field Held in Div. office for weekly PR affidavits)	51,78[illegible].30 (less 10%)		

9-13-58 Received assignment of claim from Commercial Bank for all money due as to [illegible] due - ok'd by Surety.

5-27-59 Memo to file by Crew - Surety & Bank to arrange agreement to be sent to Hwy.

7-30-59 Letter to Gillogly by Crew - No change in manner of payments until agreement reached with Surety, Bank & Internal Revenue Service (Gillogly) No info rec as to any agreement

8-13-59 Rec. copy of Hadank's letter (5-4-59) to Mantz, Southee et al stating that the Bank's assignment amounts to $21,432.64

MAUTZ, SOUTHER, SPAULDING, KINSEY & WILLIAMSON
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

ROBERT T. MAUTZ
CALVIN N. SOUTHER
BRUCE SPAULDING
WILLIAM H. KINSEY
WAYNE A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND P. UNDERWOOD
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES B. O'HANLON
JOHN R. SABIN
DOUGLAS M. THOMPSON
JAMES R. MOORE
JAMES H. BRUCE
ROLAND F. BANKS, JR.
GINO G. PIERETTI, JR

R. W. WILBUR
1892-1950
H. B. BECKETT
1912-1950

August 24, 1959

Mr. Floyd Query, Secretary
State Highway Department
Salem, Oregon

Re: Tuss Bros. Construction Co.
(Contract No. 5214)

Dear Mr. Query:

During my telephone conversation of today with Mr. Crew, he suggested that I direct to you a letter confirming the agreement between the Commercial Bank of Salem and Maryland Casualty Company concerning disposition of proceeds of the above-captioned contract due Tuss Bros.

I believe that you have copies of correspondence between Mr. Denecke of this office, representing Maryland Casualty Company (prior to his leaving this office on August 12) and Mr. Harland, attorney for the bank, specifically Mr. Denecke's letter of April 27, 1959, and Mr. Harland's letter of May 4, 1959. From the first moneys payable to Tuss Bros. from the Department, the sum of $21,432.54 should be paid directly to the bank. All moneys in excess of that amount should be paid to Maryland Casualty Company. I understand that separate checks will be issued at the time of the final check to the bank so that moneys due Maryland Casualty will go directly to Maryland Casualty. If this is not correct, kindly advise.

The payments should be made in this manner to effect assignment of the contracts from Tuss Bros. Construction Co. to the bank and to Maryland Casualty Company.

Very truly yours,

John R. Sabin

John R. Sabin

JRS:ek
cc: Mr. Mitchell Crew
Mr. Roy Harland
Maryland Casualty Company

jmc
8/27/59

RECEIVED
AUG 25 1959
FOR FILING

August 24, 1959

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins, Manager
Portland Claim Division

Gentlemen:

On August 21 we received in this office a "Notice to Garnishee" filed in the Marion County District Court by Page and Page Company against Tuss Brothers, in the amount of $626.40.

This garnishment may apply to our Contract No. 5214, awarded to Tuss Brothers Construction for work on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

The garnishment is being referred to the Legal Division for such further action as may be necessary.

Very truly yours,

F. Query
Secretary jmc
OREGON STATE HIGHWAY COMMISSION

FQ:ms

cc: Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

cc: Tuss Bros. Construction
Route 1, Box 477
Woodburn, Oregon

NOTED ON CARD
8/24/59
jmc

RECEIVED
AUG 25 1959
FOR FILING

2-11

Salem, Oregon
August 24, 1959

Notice to Garnishee
No. 16526
Page & Page Co. vs. Tuss Bros. Const.

Mr. L. I. Lindas
BUILDING

Attached is a "Notice to Garnishee" filed in the Marion County District Court by Page and Page Company against Tuss Brothers, in the amount of $626.40.

This garnishment may pertain to our Contract No. 5214 awarded to Tuss Bros. Construction.

F. Q.
jmc
Floyd Query
Secretary

FQ:ms
attach.

NOTED ON CARD
8/24/59
jmc

RECEIVED
AUG [illegible] 1959
5214

ROY HARLAND
ATTORNEY AT LAW
MASONIC BUILDING
SALEM, OREGON

RECEIVED
[illegible] 1959
LEGAL DEPT.

August 10, 1959.

Oregon State Highway Department
Salem, Oregon

Re: Notice of Tax Levy concerning
Tuss Bros. Construction Co.
Contract No. 5214

Dear Mr. Crew:

Not having heard from Mr. Gillogly, I called him on the telephone and visited with him concerning their notice of tax levy concerning Tuss Bros. Construction Co. He indicated his willingness to work something out. He asked me to furnish a statement from the bank of the amounts due the bank. I am today writing him a letter giving him that information, a copy of which I am herewith enclosing.

I am herewith enclosing copy of letter dated April 27, 1959, to me from Arno H. Denecke, attorney for Maryland Casualty Company, and copy of my letter to him dated May 4, 1959. I trust that we can get these matters worked out at an early date in order that funds from your office can be paid to the bank.

Very truly yours,

Roy Harland

Encls.

RH/bc

P.S. The amount due the bank indicated in the letter to Mr. Gillogly is only the amount covered by the assignment. There are other items of indebtedness from Tuff Bros. to the bank.

NOTED
FLOYD QUERY

MAUTZ, SOUTHER, SPAULDING, DENECKE & KINSEY
ATTORNEYS AT LAW
BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

ROBERT T. MAUTZ
[illegible] R. SOUTHER
[illegible] SPAULDING
ARNO H. DENECKE
WILLIAM H. KINSEY
[illegible] A. WILLIAMSON
JOHN L. SCHWABE
RAYMOND [illegible]
GORDON MOORE
KENNETH E. ROBERTS
FORREST W. SIMMONS
JAMES D. O'HANLON
JOHN R. [illegible]
DOUGLAS M. THOMPSON
JAMES R. MOORE
JAMES H. BRUCK
ROLAND F. BANKS, JR.

R. W. WILBUR
[illegible]
S. BECKETT
[illegible]

RECEIVED
AUG 13 1959
LEGAL DEPT.

April 27, 1959

Mr. Roy Harland
Attorney at Law
P. O. Box 787
Salem, Oregon

Re: Tuss Bros. Const.

Dear Mr. Harland:

This is to confirm the agreement reached by Maryland Casualty Company and the Commercial Bank of Salem regarding Tuss Bros.

Maryland is going to commence financing Tuss Bros. in their completion of their contract with the State Highway Commission, contract No. 5214. Maryland may cease this at any time. The Bank shall be paid the amount of its advances, approximately $21,000.00, from the first moneys received from the State Highway Commission for Tuss' performance of its contract. After Bank has been repaid its advances, the Bank will release its assignment on the State Highway Commission. The Bank will not require payment of the notes secured by the chattel mortgage dated April 24, 1958, and will not foreclose or attempt in any other way to realize on the equipment secured by such chattel mortgage until this contract is complete or Tuss Bros. is declared in default on it by the State.

Would you write me confirming this agreement and also give me the exact amount of the Bank's advances.

Yours very truly,

A. H. Denecke

Arno H. Denecke

AHD:ek
cc: Maryland Casualty Company

NOTED
LOYD QUERY

May 4, 1959.

Mautz, Souther, Spaulding, Denecke & Kinsey
Attorneys at Law
Board of Trade Building
Portland 4, Oregon

Re: Tuss Bros. Construction

Dear Mr. Denecke:

Thank you very kindly for your letter of April 27, confirming the agreement reached by Maryland Casualty Company and The Commercial Bank of Salem regarding Tuss Bros.

This letter will confirm such agreement on behalf of The Commercial Bank of Salem as outlined in your letters.

The exact amount of the bank's advances are as follows:

Chattel Mortgage:
(a) $15,000.00
(b) $10,000.00

Assignment:
(a) $10,000.00
(b) $11,432.64

$21,432.64

COPY

Very truly yours,

(Signed) Roy Harland

RH/be

NOTED
FLOYD GUERY

August 10, 1959.

Mr. G. E. Gillogly
Collection Officer
Internal Revenue Service
P. O. Box 509
Salem, Oregon

Re: Notice of Tax Levy
concerning Tuss Bros.
Construction Co.
(Contract No. 5214)

Dear Mr. Gillogly:

I represent The Commercial Bank of Salem which has an assignment of all moneys owing to Tuss Bros. Construction Co. under their contract No. 5214 with the State of Oregon by and through its State Highway Commission. The assignment is dated September 13, 1958. Therefore, we contend that such assignment is prior to the notice of tax levy.

You asked a statement of the amounts due. The amounts due under the assignment total $21,432.64, together with accrued interest thereon.

I trust that this information may be of assistance to you. If there is any further information I can furnish you, don't hesitate to call me and we will be glad to furnish you any information that is available.

Very truly yours,

(Signed) Roy Harland

RH/bc

COPY

NOTED
[illegible]

A

RECEIVED

5214

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

July 30, 1959

G. E. Gillogly
Collection Officer
Internal Revenue Service
P. O. Box 509
Salem, Oregon

Re: Notice of Tax Levy
concerning Tuss Bros.
Construction Co.
(Contract No. 5214)

Dear Mr. Gillogly:

This confirms our telephone conversation today concerning the above matter.

As I told you, the Commercial Bank of Salem has an assignment of all moneys owing to Tuss Bros. Construction Co. under their Contract No. 5214 with the State of Oregon, by and through its State Highway Commission. This project is still uncompleted, and we have been making payments directly to the Bank pursuant to this assignment. Presumably, this assignment would take priority over the Government's tax lien.

Maryland Casualty Company holds the performance bond, and apparently they are financing Tuss Bros. to keep them from collapsing on this job. They too have an assignment, and after the Bank has been paid off, any moneys owing to Tuss Bros. are to be paid directly to Maryland Casualty Company.

As we agreed in our phone discussion, the State Highway Commission will make no change in the payments under this Contract until this entire matter has been thrashed out between your office, our office, Roy Harland, attorney for the Bank, and Maryland Casualty Company, through its attorney, Arno Denecke, Board of Trade Building, Portland, Oregon.

I imagine that your office, the Bank, and the bonding company will work out a satisfactory arrangement concerning the satisfaction of these tax delinquencies, and that the Highway Commission will be properly informed of any arrangement so that the Commission will know at all times to whom it should make payments of any moneys earned under this contract.

NOTED ON CA[illegible]

I am looking forward to hearing from you again as soon as you have had a chance to explore the entire problem further.

Very truly yours,

MITCHELL CREW
Staff Attorney

MC:jm

cc: L. I. Lindas
Floyd Query
Roy Harland
Attorney at Law
Masonic Bldg.
Salem, Oregon
Arno Denecke
Attorney at Law
Board of Trade Bldg.
Portland, Oregon

RECEIVED
AUG 3 - 1959
FOR FILING

[illegible]

5214

July 30, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens
Public Records Section

Dear Sir:

This will acknowledge receipt of your letter of July 27 which had attached to it three copies of a claim in the sum of $177.70, filed with your office by E. B. Stumbaugh, Stumbaugh Electric, Crescent, for electrical work and material furnished to Tuss Bros. Construction. This is in connection with our Contract No. 5214, your File No. 3650.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
EC

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

July 27, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

5214

We have received from E. B. Stumbaugh, Stumbaugh Electric, Crescent, Oregon and filed as of this date, a notice of claim by same for electrical work and material in the sum of $177.70 against the bond taken from Tuss Brothers, principal and Maryland Casualty Co., surety, through the Commercial Insurance Agency, 328 N. Commercial, Salem, Oregon for installing electric service and flood lights at the gravel pits on the Willamette Highway.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo A Stephens
Public Records Section

GS:FK
Enc.

JUL 3 0 1959

RECEIVED
AUG 3 - 1959
FOR FILING

NF 184(4)

5214

July 30, 1959

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins, Manager
Portland Claim Division

Gentlemen:

Attached is a copy of a claim in the amount of $177.79 which has been filed with the Secretary of State by E. B. Stumbaugh, Stumbaugh Electric, for electrical work and material furnished to Tuss Bros. Construction. This appears to be our Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

Tuss Bros. Construction
Rt. 1, Box 477
Woodburn, Oregon

NOTED ON CARD
Lc

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

STUMBAUGH ELECTRIC
CRESCENT, OREGON
Telephone HE 3-2490

To SECRETARY OF STATE OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

July 23, 1959

Notice hereby is given that the undersigned, E. B. Stumbaugh, Stumbaugh Electric, has a claim for electrical work and material in the sum of $177.70 against the bond taken from Tuss Brothers and the Maryland Casualty Co. through the Commercial Insurance Agency, 328 N. Commercial, Salem, for installing electric service and flood lights at the gravel pits on the Willamette Highway.

E. B. Stumbaugh
Stumbaugh Electric
E B Stumbaugh

File # 3650

FILED
JUL 27 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

A

RECEIVED
JUL 30 1959
FOR FILING

[illegible]

5214

July 29, 1959

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. J. F. Stapleton
Claim Division

Gentlemen:

Notices of Levy were received on July 28 from the Internal Revenue Department, Salem, for Internal Revenue taxes owed by Tuss Bros. Construction, Rt. 1, Box 477, Woodburn, in the amount of $2,229.89, and Tuss Brothers, Thomas M. Tuss, Partner, same address, in the amount of $2,126.38. Attached are photocopies of these two levies.

Our records indicate that Tuss Bros. Construction have our grading and paving contract No. 5214 for the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

We provide this information as your Company appears as surety on the performance bond furnished with Contract No. 5214.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

Mr. G. E. Gillegly, Supervisor
Office Collection Force
Internal Revenue Service
P. O. Box 509
Salem, Oregon

Tuss Bros. Construction
Rt. 1, Box 477
Woodburn, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
ec

CWH:fp

A

RECEIVED
JUL 29 1959
FOR FILING
OF 18(4)
5214

Salem, Oregon
July 28, 1959

Mr. L. I. Lindas
Cheif Counsel
Salem.

Attached are photocopies of "Notice of Levy" for Internal Revenue taxes, served in this office at 3:05 p.m., today by Mr. William H. Randall, Revenue Officer. These pertain to Tuss Bros. Construction, Rt. 1, Box 477, Woodburn, in the amount of $2229.89, and Tuss Brothers, Thomas M. Tuss, Patner, same address, in the amount of $2126.38.

Our records indicate that Tuss Bros. Construction have one contract in which they are the prime contractor, this being Contract No. 5214 for grading and paving the Middle Unit Crescent Lake Jct.-The Dalles- California Jct. Section of the Willamette Highway in Klamath County. This project was awarded June 19, 1958 and is still uncompleted. The Maryland Casualty Company is the surety and the agent is the Commercial Insurance Agency, 328 N. Commercial, Salem.

We have conferred with Mr. E. A. Pease, Construction Office Engieer, and have been informed that Tuss Bros. Construction are subcontracting for Warren Northwest, Inc., Portland, on Contract No. 5266 for paving the Valley Jct.-Wallace Bridge Unit-Valley Jct.-Sheridan Section of the Salmon River Highway in Polk County. This project has not yet been completed.

Mr. Randall has asked that we notify Mr. G. E. Gillogly, Supervisor, Office Collection Force, Internal Revenue Service, P. O. Box 509, Salem, of any action that we take pertaining to these levies.

This matter is submitted to you for whatever action you deem necessary.

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

Form 668-A
REV. DEC. 1957

U. S. TREASURY DEPARTMENT — INTERNAL REVENUE SERVICE

NOTICE OF LEVY

To: (Name of person holding property, moneys, etc., belonging to taxpayer)

State of Oregon, Highway Department, Salem, Oregon

You are hereby notified that there is now due, owing, and unpaid from

NAME AND ADDRESS OF TAXPAYER

Tuss Bros. Construction, Route 1 - Box 477, Woodburn, Oregon

to the United States of America the sum of

Two thousand two hundred twenty nine and 89/100—————— Dollars $ 2229.89

for Internal Revenue taxes, to wit:

PERIOD AND TYPE OF TAX	DATE OF ASSESSMENT	ACCOUNT NO.	UNPAID BALANCE	STATUTORY ADDITIONS	TOTAL
EXT Del 9-56	5-1-59	4-355081-59 #16	$ 332.51	$ 4.29	$ 336.80
EXT DEL 12-56	5-1-59	4-355080-59 #16	328.94	4.29	333.23
EXT DEL 3-57	5-1-59	4-355079-59 #16	293.72	3.86	297.58
EXT DEL 6-57	5-1-59	4-355078-59 #16	290.47	3.86	294.33
EXT DEL 9-57	5-1-59	4-355077-59 #16	287.25	3.86	291.11
EXT DEL 12-57	5-1-59	4-355076-59 #16	284.04	3.86	287.90
EXT DEL 3/58	5-1-59	4-355075-59 #16	102.30	1.41	103.71
EXT DEL 6-58	5-1-59	4-355074-59 #16	101.11	1.41	102.52
EXT DEL 9-58	5-1-59	4-355073-59 #16	96.04	1.34	97.38
EXT DEL 12-58	5-1-59	4-355072-59 #16	83.15	1.18	84.33
				Lien Fee	1.00
				TOTAL AMOUNT DUE	$ 2229.89

You are further notified that demand has been made upon the taxpayer for the amount set forth herein, and that such amount is still due, owing, and unpaid from this taxpayer, and that the lien provided for by Section 6321, Internal Revenue Code of 1954, now exists upon all property or rights to property belonging to the aforesaid taxpayer. Accordingly, you are further notified that all property, rights to property, moneys, credits, and bank deposits now in your possession and belonging to this taxpayer (or with respect to which you are obligated) and all sums of money or other obligations owing from you to this taxpayer are hereby levied upon and seized for satisfaction of the aforesaid tax, together with all additions provided by law, and demand is hereby made upon you for the amount necessary to satisfy the liability set forth herein, or for such lesser sum as you may be indebted to him, to be applied as a payment on his tax liability.

Dated at Salem, Oregon this 28th day of July 1959

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
A. O. Ericksen	G E Gillogly	Supervisor, Office Collection Force

CERTIFICATE OF SERVICE

I hereby certify that this levy was served by handing a copy of this notice of levy to

NAME AND TITLE C. W. Head

on July 28, 1959 at 3:05 ~~a.m.~~ p.m.

REVENUE OFFICER (Signature) William H. Rowlett

MAKE YOUR REMITTANCE PAYABLE TO: Internal Revenue Service

MAIL DIRECT TO: Internal Revenue Service P. O. Box 509

SALEM, OREGON

ATTENTION: G. E. Gillogly, Collection Officer

INTERNAL REVENUE CODE OF 1954

SEC. 6321. LIEN FOR TAXES

If any person liable to pay any tax neglects or refuses to pay the same after demand, the amount (including any interest, additional amount, addition to tax, or assessable penalty, together with any costs that may accrue in addition thereto) shall be a lien in favor of the United States upon all property and rights to property, whether real or personal, belonging to such person.

SEC. 6322. PERIOD OF LIEN

Unless another date is specifically fixed by law, the lien imposed by section 6321 shall arise at the time the assessment is made and shall continue until the liability for the amount so assessed is satisfied or becomes unenforceable by reason of lapse of time.

SEC. 6331. LEVY AND DISTRAINT

(a) AUTHORITY OF SECRETARY OR DELEGATE.—If any person liable to pay any tax neglects or refuses to pay the same within 10 days after notice and demand, it shall be lawful for the Secretary or his delegate to collect such tax (and such further sum as shall be sufficient to cover the expenses of the levy) by levy upon all property and rights to property (except such property as is exempt under section 6334) belonging to such person or on which there is a lien provided in this chapter for the payment of such tax. Levy may be made upon the accrued salary or wages of any officer, employee, or elected official, of the United States, the District of Columbia, or any agency or instrumentality of the United States or the District of Columbia, by serving a notice of levy on the employer (as defined in section 3401 (d)) of such officer, employee, or elected official. If the Secretary or his delegate makes a finding that the collection of such tax is in jeopardy, notice and demand for immediate payment of such tax may be made by the Secretary or his delegate and, upon failure or refusal to pay such tax, collection thereof by levy shall be lawful without regard to the 10-day period provided in this section.

(b) SEIZURE AND SALE OF PROPERTY.—The term "levy" as used in this title includes the power of distraint and seizure by any means. In any case in which the Secretary or his delegate may levy upon property or rights to property, he may seize and sell such property or rights to property (whether real or personal, tangible or intangible).

(c) SUCCESSIVE SEIZURES.—Whenever any property or right to property upon which levy has been made by virtue of subsection (a) is not sufficient to satisfy the claim of the United States for which levy is made, the Secretary or his delegate may, thereafter, and as often as may be necessary, proceed to levy in like manner upon any other property liable to levy of the person against whom such claim exists, until the amount due from him, together with all expenses, is fully paid.

SEC. 6332. SURRENDER OF PROPERTY SUBJECT TO LEVY

(a) REQUIREMENT.—Any person in possession of (or obligated with respect to) property or rights to property subject to levy upon which a levy has been made shall, upon demand of the Secretary or his delegate, surrender such property or rights (or discharge such obligation) to the Secretary or his delegate, except such part of the property or rights as is, at the time of such demand, subject to an attachment or execution under any judicial process.

(b) PENALTY FOR VIOLATION.—Any person who fails or refuses to surrender as required by subsection (a) any property or rights to property, subject to levy, upon demand by the Secretary or his delegate, shall be liable in his own person and estate to the United States in a sum equal to the value of the property or rights not so surrendered, but not exceeding the amount of the taxes for the collection of which such levy has been made, together with costs and interest on such sum at the rate of 6 percent per annum from the date of such levy.

(c) PERSON DEFINED.—The term "person," as used in subsection (a), includes an officer or employee of a corporation or a member or employee of a partnership, who as such officer, employee, or member is under a duty to surrender the property or rights to property, or to discharge the obligation.

SEC. 6333. PRODUCTION OF BOOKS.

If a levy has been made or is about to be made on any property, or right to property, any person having custody or control of any books or records, containing evidence or statements relating to the property or right to property subject to levy, shall, upon demand of the Secretary or his delegate, exhibit such books or records to the Secretary or his delegate.

SEC. 6334. PROPERTY EXEMPT FROM LEVY.

(a) ENUMERATION.—There shall be exempt from levy—

(1) Wearing Apparel and School Books.—Such items of wearing apparel and such school books as are necessary for the taxpayer or for members of his family;

(2) Fuel, Provisions, Furniture, and Personal Effects.—If the taxpayer is the head of a family, so much of the fuel, provisions, furniture, and personal effects in his household, and of the arms for personal use, livestock, and poultry of the taxpayer, as does not exceed $500 in value;

(3) Books and Tools of a Trade, Business, or Profession.—So many of the books and tools necessary for the trade, business, or profession of the taxpayer as do not exceed in the aggregate $250 in value.

(b) APPRAISAL.—The officer seizing property of the type described in subsection (a) shall appraise and set aside to the owner the amount of such property declared to be exempt. If the taxpayer objects at the time of the seizure to the valuation fixed by the officer making the seizure, the Secretary or his delegate shall summon three disinterested individuals who shall make the valuation.

(c) NO OTHER PROPERTY EXEMPT.—Notwithstanding any other law of the United States, no property or rights to property shall be exempt from levy other than the property specifically made exempt by subsection (a).

FORM 668-A (REV. 12-57)

GPO : 1958 O - 108224

Form 668-A
REV. DEC. 1957

TREASURY DEPARTMENT — INTERNAL REVENUE SERVICE

NOTICE OF LEVY

To: (Name of person holding property, moneys, etc., belonging to taxpayer)
State of Oregon, Highway Department, Salem, Oregon

You are hereby notified that there is now due, owing, and unpaid from
NAME AND ADDRESS OF TAXPAYER
Tuss Brothers, Thomas M. Tuss, Ptnr., Route 1 - Box 477 - Woodburn, Oregon

to the United States of America the sum of
Two thousand one hundred twenty six and 38/100 ———————— Dollars $ **2126.38**

for Internal Revenue taxes, to wit:

PERIOD AND TYPE OF TAX	DATE OF ASSESSMENT	ACCOUNT NO.	UNPAID BALANCE	STATUTORY ADDITIONS	TOTAL
EXT DEL	6/57	4-541000-59 #14	$ 570.41	$ 8.66	$ 579.07
EXT DEL	6/58	4-541002-59 #14	778.35	12.13	790.48
EXT DEL	6/59	4-541001-59 #14	743.70	12.13	755.83
				Lien Fee	1.00
				TOTAL AMOUNT DUE	$ 2126.38

You are further notified that demand has been made upon the taxpayer for the amount set forth herein, and that such amount is still due, owing, and unpaid from this taxpayer, and that the lien provided for by Section 6321, Internal Revenue Code of 1954, now exists upon all property or rights to property belonging to the aforesaid taxpayer. Accordingly, you are further notified that all property, rights to property, moneys, credits, and bank deposits now in your possession and belonging to this taxpayer (or with respect to which you are obligated) and all sums of money or other obligations owing from you to this taxpayer are hereby levied upon and seized for satisfaction of the aforesaid tax, together with all additions provided by law, and demand is hereby made upon you for the amount necessary to satisfy the liability set forth herein, or for such lesser sum as you may be indebted to him, to be applied as a payment on his tax liability.

Dated at **Salem, Oregon** this **28th** day of **July** 1959

DISTRICT DIRECTOR OF INTERNAL REVENUE	BY (Signature)	TITLE
A. G. Erickson	G E Gillogly	**Supervisor, Office Collection Branch**

CERTIFICATE OF SERVICE

I hereby certify that this levy was served by handing a copy of this notice of levy to

NAME AND TITLE C. W. Head

on July 28, 1959 at 3:05 ~~a.m.~~ p.m.

REVENUE OFFICER (Signature) William J. Randall

MAKE YOUR REMITTANCE PAYABLE TO: Internal Revenue Service
MAIL [illegible] P.O. Box 504
SALEM, OREGON
G. E. Gillogly, Collection Officer

SEC. 6321. LIEN FOR TAXES.

If any person liable to pay any tax neglects or refuses to pay the same after demand, the amount (including any interest, additional amount, addition to tax, or assessable penalty, together with any costs that may accrue in addition thereto) shall be a lien in favor of the United States upon all property and rights to property, whether real or personal, belonging to such person.

SEC. 6322. PERIOD OF LIEN.

Unless another date is specifically fixed by law, the lien imposed by section 6321 shall arise at the time the assessment is made and shall continue until the liability for the amount so assessed is satisfied or becomes unenforceable by reason of lapse of time.

SEC. 6331. LEVY AND DISTRAINT.

(a) AUTHORITY OF SECRETARY OR DELEGATE.--If any person liable to pay any tax neglects or refuses to pay the same within 10 days after notice and demand, it shall be lawful for the Secretary or his delegate to collect such tax (and such further sum as shall be sufficient to cover the expenses of the levy) by levy upon all property and rights to property (except such property as is exempt under section 6334) belonging to such person or on which there is a lien provided in this chapter for the payment of such tax. Levy may be made upon the accrued salary or wages of any officer, employee, or elected official, of the United States, the District of Columbia, or any agency or instrumentality of the United States or the District of Columbia, by serving a notice of levy on the employer (as defined in section 3401 (d)) of such officer, employee, or elected official. If the Secretary or his delegate makes a finding that the collection of such tax is in jeopardy, notice and demand for immediate payment of such tax may be made by the Secretary or his delegate and, upon failure or refusal to pay such tax, collection thereof by levy shall be lawful without regard to the 10-day period provided in this section.

(b) SEIZURE AND SALE OF PROPERTY.—The term "levy" as used in this title includes the power of distraint and seizure by any means. In any case in which the Secretary or his delegate may levy upon property or rights to property, he may seize and sell such property or rights to property (whether real or personal, tangible or intangible).

(c) SUCCESSIVE SEIZURES.—Whenever any property or right to property upon which levy has been made by virtue of subsection (a) is not sufficient to satisfy the claim of the United States for which levy is made, the Secretary or his delegate may, thereafter, and as often as may be necessary, proceed to levy in like manner upon any other property liable to levy of the person against whom such claim exists, until the amount due from him, together with all expenses, is fully paid.

SEC. 6332. SURRENDER OF PROPERTY SUBJECT TO LEVY.

(a) REQUIREMENT.--Any person in possession of (or obligated with respect to) property or rights to property subject to levy upon which a levy has been made shall, upon demand of the Secretary or his delegate, surrender such property or rights (or discharge such obligation) to the Secretary or his delegate, except such part of the property or rights as is, at the time of such demand, subject to an attachment or execution under any judicial process.

(b) PENALTY FOR VIOLATION.—Any person who fails or refuses to surrender as required by subsection (a) any property or rights to property, subject to levy, upon demand by the Secretary or his delegate, shall be liable in his own person and estate to the United States in a sum equal to the value of the property or rights not so surrendered, but not exceeding the amount of the taxes for the collection of which such levy has been made, together with costs and interest on such sum at the rate of 6 percent per annum from the date of such levy.

(c) PERSON DEFINED.--The term "person," as used in subsection (a), includes an officer or employee of a corporation or a member or employee of a partnership, who as such officer, employee, or member is under a duty to surrender the property or rights to property, or to discharge the obligation.

SEC. 6333. PRODUCTION OF BOOKS.

If a levy has been made or is about to be made on any property, or right to property, any person having custody or control of any books or records, containing evidence or statements relating to the property or right to property subject to levy, shall, upon demand of the Secretary or his delegate, exhibit such books or records to the Secretary or his delegate.

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(a) ENUMERATION.--There shall be exempt from levy—

(1) Wearing Apparel and School Books.—Such items of wearing apparel and such school books as are necessary for the taxpayer or for members of his family;

(2) Fuel, Provisions, Furniture, and Personal Effects.—If the taxpayer is the head of a family, so much of the fuel, provisions, furniture, and personal effects in his household, and of the arms for personal use, livestock, and poultry of the taxpayer, as does not exceed $500 in value;

(3) Books and Tools of a Trade, Business, or Profession.—So many of the books and tools necessary for the trade, business, or profession of the taxpayer as do not exceed in the aggregate $250 in value.

(b) APPRAISAL.—The officer seizing property of the type described in subsection (a) shall appraise and set aside to the owner the amount of such property declared to be exempt. If the taxpayer objects at the time of the seizure to the valuation fixed by the officer making the seizure, the Secretary or his delegate shall summon three disinterested individuals who shall make the valuation.

(c) NO OTHER PROPERTY EXEMPT.—Notwithstanding any other law of the United States, no property or rights to property shall be exempt from levy other than the property specifically made exempt by subsection (a).

FORM 668-A (REV. 12-67)

GPO : 1968 O - 108334

RECEIVED
JUL 22 1959
FOR FILING

2F 184(4)

5214

July 21, 1959

Stumbaugh Electric
Crescent, Oregon

Attention: Mr. E. B. Stumbaugh

Gentlemen:

This will answer your letter of July 18 informing us that Tuss Bros. owe you $177.70 for wiring on Highway 97. Our records indicate that this might possibly be in connection with our Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

This contract is approximately 90% complete. The Maryland Casualty Co., through the Commercial Insurance Agency, 328 N. Commercial, Salem, furnished the performance bond, which bond is given to assure completion of the contract and payment of all bills incurred in it.

If you wish to protect your claim for a period longer than six months following acceptance of the contract by the Highway Commission you should file the claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the filing procedure.

In the meantime, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

STUMBAUGH ELECTRIC
CRESCENT, OREGON
Telephone HE 3-2490

To

#5214

July 18, 1959

Gentlemen:

In October last year I did a wiring job for Tuss Brothers on Highway 97 for the amount of $177.70 which has never been paid. The job consisted of wiring for and installing several flood lights where they were digging gravel.

Please let me know if there is any way I could collect this bill being Tuss is still working on highway jobs. Your answer will greatly be appreciated. Thank you.

Sincerely,
E. B. Stumbaugh
E. B. Stumbaugh

RECEIVED
JUL 21 1959
OREGON
STATE HIGHWAY COMMISSION

A

RECEIVED
JUL 22 1959
FOR FILING
[illegible] 4(4)

52[illegible]-1

July 21, 1959

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. J. P. Stapleton
Claim Division

Gentlemen:

A letter has been received from Stumbaugh Electric, Crescent, dated July 16, advising that Tuss Bros. owe them $177.70 for wiring and installing several flood lights on Highway 97. This appears to be in connection with our Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

Tuss Bros.
Rt. 1, Box 477
Woodburn, Oregon

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

A

RECEIVED
JUN 15 1959
FOR FILING

[illegible]
5214

1304

June 15, 1959

Mr. Geo. F. Douglas
Construction - Engineering Consultant
[illegible] 5th Avenue
Vancouver, Washington

Dear Sir:

Reference is made to your letter of May 31 relative to the starting date of workday count on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction on the Willamette Highway, Contract No. 5214.

After considerable investigation as to the weather and soil conditions in the area, decision was made to start the workday count on May 25. We find that there were 2[illegible],[illegible]0 cubic yards of material in stockpile, which could have been placed on the road starting on this date, as the roadway on which this material was to be placed was quite dry and the floor of the quarry was dry enough to permit the loading of trucks.

Your letter commented on the fact that the contractor had made every reasonable effort to move in and get set up. We find that contrary to this the contractor has been quite dilatory in getting his equipment on the job and getting it set up in operating condition.

We have already completed [illegible] miles of oiling on The Dalles-California Highway near the junction of the Willamette Highway, which would appear to indicate that the weather was not as unsuitable as represented in your letter.

We will be very careful in the assessment of workdays on this job so that you will not be unjustly penalized.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

cc Mr. W. C. Williams
Mr. R. L. Porter
Mr. Tom Edwards
Mr. Dean Swift

LHY:fp fn

OREGON STATE HIGHWAY DEPARTMENT
[illegible]

Bend, Oregon
June 10, 1959

SUBJECT: Middle Unit, Crescent Lake Jct.-
The Dalles-Cal. Jct. Section
Willamette Hwy. Contract No. 5214

Mr. L. H. Young
Assistant Construction Engineer
State Highway Department
Salem, Oregon

Reference is made to your Assignment No. 101 Y, having to do with starting of count time on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section, Contract No. 5214.

I visited this job several times last month to make sure that the snow was gone and the ground sufficiently dried out before deciding to start the day count on May 25th.

They have about 20,000 cubid yards of base material on stock pile that could have been placed on the road, starting on this date, as the roadbed on the contract unit, which is seventeen miles down the mountain from the quarry, was very dry and the ground at the quarry was plenty dry to permit loading of trucks. There might have been one or two small snow squalls of an hour or so duration since this date, but nothing, I am sure, that would have prevented placing of base material.

Mr. Douglas, in his letter, states that every effort to move in and get set up is being made, but in my opinion such is not the case. I have been to the quarry site twice since May 25th and found several odd pieces of crushing equipment scattered around, with no one on the job.

As a further light on weather conditions, be advised that we have completed ten miles of 0-11 oiling on The Dalles-California near the junction of the Willamette, which is a little lower than their present contract, but with approximately the same weather conditions prevailing.

DEAN SWIFT
Division Engineer

DS:me

CONSTRUCTION DIVISION
RECEIVED
[illegible]

NOTED ☐ ☐ ☐ ☐ ☐

PLEASE RETURN TO
FORREST COOPER

GEO. F. DOUGLAS *CONSTRUCTION - ENGINEERING CONSULTANT*
8900 N. E. 15TH AVE., OXFORD 5-5204, VANCOUVER, WASHINGTON

May 30, 1959

M.Unit.Crescent Lake Jct.-
The Dalles-Cal Jct Section
Grading & Paving
Contract No 5214
Tuss Bros.

Mr Williams: Highway Engineer
State Highway Commission
Salem, Oregon.

Dear Mr Williams:

Reference is made to the above contract, with quarry site at Willamette Pass, relative to a tentative starting date for the completion of this contract.

As you know the contractor has appealed to the Maryland casualty Co., for financial assistance to complete this project, and have retained me to assist them and the contractor to complete this project just as quickly and to the full satisfaction of the State.

Beginning about the middle of March I have made weekly trips to the quarry site and less often to the grading site, with a view of getting the work started just as quickly as conditions would allow.

The last trip was on May 25th, at which time it was snowing and the ground at the quarry site was white; this did not last long but did add a great deal of moisture to the already soggy conditions at the quarry. However in spite of the adverse weather conditions, the contractor had moved most of his quarry and grading equipment, with the exception of the shovel dipper which went up May 25th, and a feeder unit being fabricated by Balzer Mach Co, owner of the crusher; this feeder unit will greatly speed up the production but will not be available until about June 8th.

I believe the contractor has made every reasonable effort to move in and get set up, taking into consideration the adverse weather conditions in this high altitude this spring, and the purpose of this communication is to call to your and your field engineers' attention, the contractor and bonding company have been diligent in doing the best that could be done, to get this project underway and take advantage of time gained prior to official starting date, but due especially to adverse weather, no move within the realm of economy was able to accomplish the desired end.

It appears June 15 may be a realistic date to actually get started, and in event of an overrun of time for completion, it is requested that recorded conditions effecting the starting date, be given consideration for an extension of time, if required.

Respectfully yours,

Geo. F. Douglas

Geo. F. Douglas.

RECEIVED
JUN - [illegible] 1959
OFFICE OF
[illegible] ENGINEER

RECEIVED
JUN 2 1959
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 50M 6-58 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 27, 1959

SUBJECT: Tuss Bros. - Contract
No. 5214
The Dalles-Calif. Jct.
Section
Re: Assignment of Contract

To: MEMORANDUM TO FILE:

I have conferred with both Arno Denecke, attorney for Maryland Casualty, and Roy Harland, attorney for the Commercial Bank, and these two attorneys have agreed that out of the first money the bank will be paid off, and then the balance will be paid over to Maryland Casualty, which also has an assignment from Tuss Bros.

They are preparing the appropriate documents to effect this and will forward the same on to us for our approval. Meanwhile, there is nothing for me to do but wait.

MITCHELL CREW
Staff Attorney

MC:jmm

FORM E-30 50M 6-56 13046

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 27, 1959

SUBJECT: Tuss Bros. - Contract
No. 5214
The Dalles-Calif. Jct.
Section
Re: Assignment of Contract

To: MEMORANDUM TO FILE:

I have conferred with both Arno Denecke, attorney for Maryland Casualty, and Roy Harland, attorney for the Commercial Bank, and these two attorneys have agreed that out of the first money the bank will be paid off, and then the balance will be paid over to Maryland Casualty, which also has an assignment from Tuss Bros.

They are preparing the appropriate documents to effect this and will forward the same on to us for our approval. Meanwhile, there is nothing for me to do but wait.

Mitchell Crew
MITCHELL CREW
Staff Attorney

MC:jmm

RECEIVED
1959

FOR FILING
DF-184(4)
5214

MARYLAND CASUALTY COMPANY
WILLIAM T. HARPER, CHAIRMAN OF THE BOARD AND PRESIDENT
BALTIMORE 3, MARYLAND

CLAIM DIVISION
H. ELLSWORTH MILLER
VICE-PRESIDENT

H. G. LEWIS, JR.
MANAGER, CLAIM DIVISION

SURETY DEPARTMENT
HENRY H. IRETON, MANAGER

PLEASE ADDRESS
REPLY TO WRITER
QUOTING OUR CAPTION

April 6, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
State Highway Department
State of Oregon
Salem, Oregon

Dear Mr. Query:

Our File 1-59-Cont.
State Highway Department, State of Oregon
Tuss Brothers and Loyal Warner (State
Highway Contract #5214)

Thank you very much for your letter of March 18, 1959, which we will immediately discuss with our principal.

In the event you find further contact with us necessary, it will expedite matters if you will communicate with Mr. John S. Hopkins, Manager, Portland Claim Division, Maryland Casualty Company, Equitable Building, Portland 4, Oregon.

Very truly yours,

G. Price Hayden
G. Price Hayden
Attorney

CC - Portland Claim Division

RECEIVED
APR 10 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED
FLOYD QUERY

file

RECEIVED
- 1959
FOR FILING

SIG UNANDER
State Treasurer SF. 184 (4)

5214

State of Oregon
Treasury Department
Salem

April 3, 1959.

30

#5214

Sheriff Donver Young,
Marion County Courthouse,
Salem, Oregon.

Dear Sheriff:

We enclose herewith return upon the Notice of Garnishment served by you upon the State Treasurer, in the case of Welders Supply Company, Inc., Plaintiff, vs. John A. Tuss, Clifford W. Tuss, Donald S. Tuss, and Thomas M. Tuss, d.b.a. Tuss Bros. Construction Company, Defendants, in the Circuit Court of the State of Oregon for Multnomah County.

COPY

Very truly yours,

SIG UNANDER, State Treasurer,

By

Deputy.

FHP:cpm
Enclosures
cc: Honorable Robert Y. Thornton,
Attorney General of Oregon,
Salem, Oregon.

Mr. W. C. Williams, ✓
State Highway Engineer,
Salem, Oregon.

NOTED
LLOYD QUINN

(Answer to Notice of Garnishment is filed in Contract No. 5214, in the Secretary's Office. 4-6-59. e.m.)

NOTED ON CARD

em

FORM E-123X 12,500 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
1959
FOR FILING
AF-124 (4)
[illegible]

April 2, 1959

Mr. Fred A. Paulus
Deputy State Treasurer
State Capitol Building
Salem, Oregon

Mr ~~Hogue~~ Peterson

Dear Mr. Paulus:

We are returning herewith Notice of Garnishment filed in your office on April 1, 1959, against Tuss Bros.

State Highway Contract No. 5214 was awarded to Tuss Bros. on July 9, 1958. On September 13, 1958, Tuss Bros. executed an Assignment of Claim to the Commercial Bank of Salem for all monies now due or which may hereafter become due from the State of Oregon for work performed under State Highway Contract No. 5214.

On March 24, we received a Power of Attorney from Tuss Bros. authorizing the Maryland Casualty Company to receive, collect and endorse funds from the State Highway Department which are receivable from completion of Contract 5214, together with a request from Tuss Bros. to forward all the payments due under this Contract, to the Maryland Casualty Company. They were advised that we cannot comply with this request until consent of the Commercial Bank of Salem was received.

No work has been performed on this Contract since December, 1958, but we are holding the sum of $6,049.00 which represents 10 per cent of the work performed to that date.

It is my understanding the firm of Tuss Bros. will not be able to finish this project, and that the surety (Maryland Casualty Company) will have to take over. We will not release any of the retained percentage until this whole matter is cleared up.

Sala
Harlan
bank advanced $
$7,000
with them $
on assurance of it
before releasing
their assignment

Very truly yours,

W. C. Williams
State Highway Engineer

By:

C. H. Maison
Auditor

CHM:ch

Attachment
cc: Floyd Query

State of Oregon
Treasury Department
Salem

SIG UNANDER
State Treasurer

April 1, 1959.

Mr. W. C. Williams,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Williams:

We have been served, on this date, with notice of garnishment based on execution, in case numbered 252914, in the Circuit Court of the State of Oregon for the County of Multnomah, in which Welders Supply Company, Inc., is Plaintiff, and John A. Tuss, Clifford W. Tuss, Donald S. Tuss, and Thomas M. Tuss d.b.a. Tuss Bros. Construction Company are Defendants.

The execution was issued on account of a judgment entered against the defendants in the amount of $856.10 damages, with interest at 6% per annum from February 5, 1959, and $65.30 costs. The Sheriff of Marion County is directed to satisfy the above-indicated amount of damages and interest and the said costs with interest at 6% per annum from March 3, 1959, out of the personal property of defendants, or, if sufficient cannot be found, then out of their real property.

The notice of garnishment recites that by virtue of the writ of execution mentioned, all moneys and credits to the defendants, including "any sums due by virtue of contract #5214, Oregon State Highway Dept. grading and paving for Middle Unit, Crescent Lake Jct.-The Dalles-Cal. Jct., Willamette Highway, Klamath County, Oregon, awarded June 19, 1959," belonging or owing to defendants, or any of them, are levied upon, and that the State Treasury Department furnish forthwith a written statement of all such moneys or credits.

We enclose photostatic copy of the face and reverse side of the writ of execution and of the face of the garnishment, in the case mentioned.

In order that we may make a proper return upon the notice of garnishment, will you kindly advise as to the amount of moneys that are owing to the said defendants on account of the highway contract mentioned, and also withhold from any payments to defendants, until the execution has been satisfied, a sum sufficient to pay the amount indicated in the execution.

Mr. W. C. Williams,
Page 2,
April 1, 1959.

Inasmuch as, under the law, we must make the return upon the notice of garnishment within five days from this date, your prompt advice as to the amount owing defendants upon this date, on account of the contract mentioned, will be appreciated.

Very truly yours,

SIG UNANDER, State Treasurer,

By Fred H. Paulus, Deputy.

FHP:cpm
Enclosures

RECEIVED
R 1 - 1959
FOR FILING

[illegible]

~~Noted on Card~~
files

March 31, 1959

Tuss Brothers Construction Company
Route 1, Box 477
Woodburn, Oregon

Gentlemen:

This is to acknowledge your letter of March 20, 1959 requesting all payments due under Contract No. 5214, awarded to Tuss Brothers Construction, be forwarded to Maryland Casualty Company, attention Mr. John S. Hopkins, 520 Equitable Building, Portland, Oregon.

Our records on this contract indicate that on September 13, 1958 an assignment of claim to the Commercial Bank of Salem was approved. On March 18, 1958 a "Notice of Garnishment" was served in this office by the Marion County Sheriff against funds due or to become due under this contract.

Your letter of March 20 was referred to our Chief Counsel for advice, and he informs us that consent of the Commercial Bank of Salem will be required before we can honor the assignment that you request.

Will you please advise us if there is any other action that you wish to take.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FO:jmc
cc: Maryland Casualty Company
520 Equitable Building
Portland, Oregon

Attention: Mr. John S. Hopkins

(April 1, 1959. Legal papers referred to herein are filed in Contract No. 5214, in Secretary's office. E.M.)

NOTED ON CARD
em

RECEIVED
APR 1 - 1959
FOR FILING

[illegible]

5214

Mar. 30, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Geo. C. Stephens
Public Records Section

Dear Sir:

Thank you for your letter of March 19, which had attached to it three copies of a claim in the amount of $7,946.41, filed with your office by Interstate Tractor and Equipment Company, for work, labor and materials furnished to Tuss Brothers on our Contract No. 5214, your file No. 3641.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CVH:em

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

March 19, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, from Interstate Tractor and Equipment Company, 2855 N. W. Front Avenue, Portland, Oregon, a notice of claim by the same for work, labor and materials furnished by same in the repair of equipment owned by Tuss Bros. Construction Company, for repair of their equipment, and for rental for equipment furnished by same to said Tuss. Bros. Constrcution Company in the prosecution of the work of the performance of Oregon State Highway Commission Contract No. 2154 for the construction of Middle Unit, Crescent Lake Junction, The Dalles-California Junction Section, against the bond taken from Tuss Bros. Construction Company, principal and Maryland Casualty Company, surety in the sum of $7,946.41.

#5214

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

HOWELL APPLING, JR.
Secretary of State

By Jack F. Thompson
Jack F. Thompson
Director of Elections

GS:FK
Enc.

RECEIVED
MAR 25 1959
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD

RECEIVED
APR 1 - 1959
FOR FILING

[illegible]

5214

files

Mar. 30, 1959

John S. Hopkins, Manager
Portland Claim Division
Maryland Casualty Co.
Equitable Building
Portland 4, Oregon

Dear Sir:

Attached is a copy of a claim in the amount of $7,946.41, which has been filed with the Secretary of State by Interstate Tractor and Equipment company for work, labor and materials furnished in the repair of equipment owned by Tuss Brothers, Woodburn.

This appears to be on our Contract No. 5214, for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section in Klamath County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em
Attach.

cc: Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

Tuss Bros. Const.
Rt. 1, Box 477
Woodburn, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD

NOTICE OF CLAIM

THE SECRETARY OF STATE, of the STATE OF OREGON; and
TO: The Secretary (Clerk) and Auditor of the Oregon State Highway Commission;

Notice is hereby given that the undersigned, Interstate Tractor and Equipment Company, an Oregon corporation having its principal place of business at 2855 N. W. Front Avenue, Portland, Oregon, has a claim for work, labor and materials furnished by said corporation in the repair of equipment owned by Tuss Bros. Construction Company, a co-partnership, for repair of their equipment, and for rental for equipment furnished by said corporation to said Tuss Bros. Construction Company, all of which was used by said Tuss Bros. Construction Company in the prosecution of the work called for and required to be done by said Tuss Bros. Construction Company in the performance of their Oregon State Highway Commission Contract No. 2154 for the construction of Middle Unit, Crescent Lake Junction, The Dalles-California Junction Section, and against Maryland Casualty Company, the Surety upon the performance bond furnished by said Tuss Bros. Construction Company, which said claim is for the following:

Date	Item		Amount
Aug 18, 1958 through Nov 10, 1958	Labor and materials for repair of equipment		$ 1,455.41
Jun 30, 1958 to Jul 15, 1958	Rental on 75 KW Diesel-driven Generator, at $600 per mo.	$ 900.00	
Sep 20, 1958 to Feb 20, 1959	Rental on D-8 Caterpillar Tractor, at $1500 per mo.	7500.00	
		$8400.00	
	Less Credits	1909.00	
	Total this item	$6491.00	6,491.00
	TOTAL CLAIM:		$ 7,946.41

INTERSTATE TRACTOR AND EQUIPMENT COMPANY

By:
One of Its Attorneys

File # 3641

RECEIVED
MAR 18 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

FILED
MAR 19 1959
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
MAR 20 1959
FOR FILING
DF [illegible]
3314

files

March 19, 1959

Marion County Circuit Court
Courthouse
Salem, Oregon

Gentlemen:

On March 18, 1959 at 8:50 a.m. the Marion County Deputy Sheriff served a Notice of Garnishment and Writ of Attachment by Credit Service Company, plaintiff, against Tuss Bros. Construction Company in total amount of $1,880.53. The garnishment pertained to funds which are, or may be, due on our Contract No. 5214, which is the only contract held by Tuss Bros. with the State Highway Department.

Attached are two copies of an answer to the Writ of Attachment.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:ms
attach. - 2

NOTE: Answer to the Writ of Attachment is filed in Contract No. 5214, in the Secretary's Office. E.M.

NOTED ON CARD
om

Files

RECEIVED
MAR 18 1959
LEGAL DEPT.

FORM 530—50M—8-56—96654

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 18, 1959

SUBJECT: Notice of Garnishment
(Tuss Bros.)

To: Mr. C. H. Maison, Auditor

BUILDING

REFERRED 3.20.59
TO Crew
FOR LEONARD I. LINDAS

Attached is a Notice of Garnishment by Credit Service Company, plaintiff, served in this office at 8:50 a.m. today by the Marion County Sheriff. The garnishment is against Tuss Bros. Construction Company and pertains to funds which may be due or will become due under Contract No. 5214.

Will you please withhold further payments under this contract until further notice.

Floyd Query

Floyd Query
Secretary

attach.
FQ:ms
cc: L. I. Lindas ✓

NOTE: Notice of Garnishment and Writ of Attachment filed in Contract No. 5214, in Secretary's Office.

E.M.

RECEIVED
MAR 20 1959
FOR FILING

[illegible]

5214

March 19, 1959

Osterman & Williams, Lawyers
302 Masonic Building
Salem, Oregon

Attention: Mr. Reg. S. Williams

Gentlemen:

This will acknowledge your letter and affidavit requesting a certified copy of the State Highway Contract and bond, No. 5214, with Tuss Bros. Construction for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County. Attached is a certified copy of this contract and bond, as requested.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CWH:fp

LAWRENCE OSTERMAN
REG. S. WILLIAMS

PHONE:
EMPIRE 4-2255

OSTERMAN & WILLIAMS
LAWYERS
302 MASONIC BUILDING
SALEM, OREGON

18 March 1959

Secretary
The Oregon State Highway Commission
State Highway Building
Salem, Oregon

Gentlemen: Re: Tuss Bros. Construction 5214
Company - Contract No. 2154

Pursuant to the provisions of ORS 279.512, we furnish herewith the Affidavit prescribed by ORS 279.515, and request, on behalf of Interstate Tractor and Equipment Company, for which we are attorneys, a certified copy of the State Highway Commission Contract No. 2154 with Tuss Bros. Construction Company, for Middle Unit, Crescent Lake Junction, The Dalles-California Junction Section, and of the Contractors bond in connection therewith.

Very truly yours,

OSTERMAN & WILLIAMS

By:

As Attorneys for Interstate
Tractor and Equipment Company,
a Corporation

Cec,
please handle
76

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

RECEIVED
MAR 18 1959
OREGON
STATE HIGHWAY COMMISSION

AFFIDAVIT

STATE OF OREGON)
: ss.
County of Marion)

I, Charles E. Wainwright, being first duly sworn, depose and say that I am the Credit Manager for Interstate Tractor and Equipment Company, an Oregon corporation having its principal office at 2855 N.W. Front Avenue, Portland, Oregon, and have knowledge of the facts set forth herein and am authorized by said corporation to make this affidavit; that Tuss Bros. Construction Company, a co-partnership composed of Thomas M. Tuss, John A. Tuss, Donald S. Tuss, and Clifford W. Tuss, are parties, with the State of Oregon acting by and through its State Highway Commission, to that certain State Highway Contract No. 2154, for construction of Middle Unit, Crescent Lake Junction, The Dalles-California Junction Section; that said Interstate Tractor and Equipment Company has a claim for labor, materials, including furnishing and rental of equipment for the prosecution of the work provided in the said contract, against said Tuss Bros. Construction Company; that said claim is unpaid; that said Interstate Tractor and Equipment Company has supplied labor and materials and equipment to said Tuss Bros. Construction Company for the prosecution of the work provided in the said contract; that said claim is for the following:

Date	Item		Amount
Aug 19, 1958 through Nov 10, 1958	Labor and materials for repair of equipment		$ 1,455.41
Jun 30, 1958 to Jul 15, 1958	Rental on 75 KW Diesel-driven Generator, at $600 per mo.	$ 900.00	
Sep 20, 1958 to Feb.20, 1959	Rental on D-8 Caterpillar Tractor, at $1500 per mo.	7500.00 $8400.00	
	Less Credits	1909.00	
	Total this item	$6491.00	6,491.00
	TOTAL CLAIM:		$ 7,946.41

Charles E. Wainwright
Charles E. Wainwright

Subscribed and sworn to before me this 18th day of March, 1959.

Laurence Blake Osterman
Notary Public for Oregon
My Commission Expires Nov 5, 1959

(SEAL)

Cec & E M
please note
files

RECEIVED
MAR 19 1959
FOR FILING

5214

Salem, Oregon
March 18, 1959

Notice of Garnishment
(Tuss Bros.)

Mr. C. H. Maison, Auditor

BUILDING

Attached is a Notice of Garnishment by Credit Service Company, plaintiff, served in this office at 8:30 a.m. today by the Marion County Sheriff. The garnishment is against Tuss Bros. Construction Company and pertains to funds which may be due or will become due under Contract No. 5214.

Will you please withhold further payments under this contract until further notice.

Floyd Query
Secretary

attach.
FQ:ms
cc: L. I. Lindas

NOTED
C. W. HEAD

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RECEIVED
MAR 19 1959
FOR FILING

March 18, 1959

Maryland Casualty Company

Baltimore 3, Maryland

Gentlemen:

This morning at 8:50 a.m. the Marion County Sheriff's deputy filed in this office a Notice of Garnishment by Credit Service Company against Tuss Bros. Construction Company, in the sum of $1,880.53, for money due or to become due under Contract No. 5214.

This contract was awarded to Tuss Bros. Construction Company for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction section of Willamette Highway in Klamath County.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:mo
cc: Tuss Bros. Construction Co.
Commercial Insurance Agency

NOTED
C. W. HEAD

NOTED ON CARD
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RECEIVED
MAR 16 1959
FOR FILING

[illegible]

Mar. 13, 1959

Lester Epstein, Attorney at Law
501 Pacific Bldg.
Portland 4, Oregon

Dear Sir:

This will acknowledge your letter of March 10, requesting certain information pertaining to the grading and paving for the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

Our records indicate that this is State Highway Contract No. 5214, awarded to Tuss Bros. Construction Company, Route 1, Box 277, Woodburn, Oregon, on June 19, 1958.

The surety is Maryland Casualty Company; the agent, Commercial Insurance Agency, 328 N. Commercial, Salem.

Our Construction Division informs us that this project is approximately 25% complete.

As requested, we are attaching a certified copy of the contract and bond covering this project. However, we would appreciate it if you would furnish us with an affidavit requesting a copy of this contract so that we may file it with our contract file.

There is no charge for this service.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

LESTER EPSTEIN
ATTORNEY AT LAW
501 PACIFIC BUILDING
PORTLAND 4, OREGON
CAPITOL 8-3556

March 10, 1959

State Highway Commission
Salem, Oregon

Re: Grading and paving for Middle Unit,
Crescent Lake Jct. - The Dalles -
Calif. Jct., Willamette Highway,
Klamath County, F.A.P. #DF-184(4)

Gentlemen:

✓ It is our understanding that a contract for the captioned project was awarded to Tuss Brothers Construction Company in June of 1958. It would be appreciated if you would furnish us information with respect to the present status of this project i.e. whether it is still in process of construction or whether it has been completed.

✓ ✓ We would also like to know who furnished the bond for this project and the name of the bonding company. If possible, we would like to get a copy of the bond.

✓ If there is any charge for furnishing the bond copies, please advise and we will remit at once.

Yours very truly,

Lester Epstein

LE:db

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MAR 19 1959
FOR FILING

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please note
files

Salem, Oregon
March 18, 1959

Notice of Garnishment
(Tuss Bros.)

Mr. C. H. Maison, Auditor

BUILDING

Attached is a Notice of Garnishment by Credit Service Company, plaintiff, served in this office at 8:50 a.m. today by the Marion County Sheriff. The garnishment is against Tuss Bros. Construction Company and pertains to funds which may be due or will become due under Contract No. 5214.

Will you please withhold further payments under this contract until further notice.

Floyd Query
Secretary

attach.
FQ:ms
cc: L. I. Lindas

NOTED
C. W. HEAD

NOTED ON CARD
em

Mr. Query:

This "Notice of Garnishment was served while you were out of the office. I called Mr. Maison and gave him the information. He said he would hold all payments up on Contract No. 5214 (Mr. Maison said that is the only contract we have with them.) Mr. Maison said also that you might like to call and verify this with him.

Johanna

RECEIVED
MAR 16 1959
FOR FILING

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Mar. 13, 1959

Lester Epstein, Attorney at Law
501 Pacific Bldg.
Portland 4, Oregon

Dear Sir:

This will acknowledge your letter of March 10, requesting certain information pertaining to the grading and paving for the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

Our records indicate that this is State Highway Contract No. 5214, awarded to Tuss Bros. Construction Company, Route 1, Box 277, Woodburn, Oregon, on June 19, 1958.

The surety is Maryland Casualty Company; the agent, Commercial Insurance Agency, 328 N. Commercial, Salem.

Our Construction Division informs us that this project is approximately 25% complete.

As requested, we are attaching a certified copy of the contract and bond covering this project. However, we would appreciate it if you would furnish us with an affidavit requesting a copy of this contract so that we may file it with our contract file.

There is no charge for this service.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

LESTER EPSTEIN
ATTORNEY AT LAW
501 PACIFIC BUILDING
PORTLAND 4, OREGON
CAPITOL 8-3555

March 10, 1959

State Highway Commission
Salem, Oregon

Re: Grading and paving for Middle Unit,
Crescent Lake Jct. - The Dalles -
Calif. Jct., Willamette Highway,
Klamath County, F.A.P. #DF-184(4)

Gentlemen:

It is our understanding that a contract for the captioned project was awarded to Tuss Brothers Construction Company in June of 1958. It would be appreciated if you would furnish us information with respect to the present status of this project i.e. whether it is still in process of construction or whether it has been completed.

We would also like to know who furnished the bond for this project and the name of the bonding company. If possible, we would like to get a copy of the bond.

If there is any charge for furnishing the bond copies, please advise and we will remit at once.

Yours very truly,

Lester Epstein

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FOR FILING

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214

February 19, 1959

Mr. Dale E. Helikson
Attorney at Law
217 East First Street
Oakridge, Oregon

Dear Mr. Helikson:

We have your letter of February 17, 1959, requesting certain information relative to our State Highway contract with Tuss Bros. Const. Co. This appears to be in connection with our Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

This job was bonded by the Maryland Casualty Co. through their agent, Commercial Insurance Agency, 328 N. Commercial, Salem.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

DALE E. HELIKSON
ATTORNEY AT LAW
217 EAST FIRST STREET
OAKRIDGE, OREGON
SUNSET 2-2311

February 17, 1959

State of Oregon
State Highway Commission
Salem, Oregon

Dear

I am writing to you concerning the rock crushing contract that Tuss Bros. Construction Company, whose address is Route 1, Box 477, Woodburn, Oregon, had with your Commission, which contract called for crushing of certain rock for Highway 58 near the southeast part of Lane County.

I would appreciate being advised whether or not said job was bonded and, if so, the name of the bonding company. The reason I am writing this letter is that Tuss Bros. Construction Company has failed to pay Automotive Supply, Oakridge, Oregon for materials furnished for said job.

Very truly yours,

Dale E. Helikson

:rl

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FEB 18 1959
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

5214

February 16, 1959

Mr. Leroy B. Skousen
Attorney at Law
Failing Building
Portland 4, Oregon

Dear Sir:

Attached is a certified copy of Contract No. 5214 and bond covering the grading and paving project on the Middle Unit, Crescent Lake Jct. -The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

This is in compliance with your recent request.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

TO STATE HIGHWAY COMMISSION, SALEM, OREGON:

RE: Your File No. 3623

Application pursuant to the provisions of O.R.S. 279.512 and 279.515 is herewith made for a certified copy of contract No. 5214 and bond.

STATE OF OREGON)
) ss.
COUNTY OF MULTNOMAH)

I, Leroy B. Skousen, being first duly sworn on my oath depose and say:

That I am the Vice-President of Hamilton Engine Sales, Inc., and that said corporation has a claim for rental of compressor, drills, generator set, generator set trailer, and other equipment, for supplies and materials, and for labor furnished by Hamilton Engine Sales, Inc., in the sum of Fifteen Thousand Three Hundred Thirteen and 53/100 dollars for the prosecution of the work provided in contract No. 5214 against the bond taken from Tuss Brothers Construction Company of Woodburn, Oregon, as principal, and The Maryland Casualty Company as surety,

That the said claim has not been paid.

Leroy B. Skousen

Leroy B. Skousen - Vice President
HAMILTON ENGINE SALES, INC.

Subscribed and sworn to before me this 13th day of February, 1959.

Alvin L. Andrews

Notary Public for Oregon
My Commission Expires: MAY 1, 1961

LEROY B. SKOUSEN
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON

RECEIVED
JAN 15 1959
FOR FILING

CF-184 (4)
5214

[illegible]

Jan. 14, 1959

Secretary of State
Salem,
Oregon

Attention: Geo. C. Stephens
Public Records Section

Dear Sir:

Thank you for your letter of Jan. 8, 1959, which had attached to it three copies of a claim in the sum of $15,313.53, filed with your office by Hamilton Engine Sales, Inc., for supplies and materials and labor furnished to Tuss Bros. Construction on our Contract No. 5214, your file No. 3623.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:em

NOTED ON CARD
OM

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

MARK O. HATFIELD
SECRETARY OF STATE

January 8, 1959

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from, Mr. Sherman W. Holmes, c/o LeRoy B. Skousen, Attorney at Law, Failing Building, Portland 4, Oregon, and filed as of this date, a notice of claim by Hamilton Engine Sales, Inc., for supplies and materials for labor furnished in the sum of $15,313.53, against the bond taken from Tuss Brothers Construction Company of Woodburn, Oregon, as principal and The Maryland Casualty Co., through Commercial Insurance Agency, 328 North Commercial Street, Salem, Oregon as surety for the work of grading and paving Middle Unit, Crescent Lake Junction-The Dalles- California Junction Section of the Willamette Highway, Klamath County, Contract No. 5214. The above equipment and supplies were furnished between September 10, 1958 and December 10, 1958.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Sincerely,

MARK O. HATFIELD
Secretary of State
Geo Stephens
By
Public Records Section

GS:er
Enc.

RECEIVED
JAN 13 1959
OREGON
STATE HIGHWAY COMMISSION

Lee, please [illegible]
[illegible]
36

NOTED ON CARD
[illegible]

LEROY B. SKOUSEN
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
[redacted]

SHERMAN W. HOLMES
ALVIN L. ANDREWS
CAPITOL 8-7431

January 7, 1959

State Highway Commission
Salem, Oregon

RE: Hamilton Engine Sales, Inc. vs.
Tuss Brothers Construction Co.

Dear Sir:

I enclose herewith a claim for equipment rentals and supplies in connection with the grading and paving of the Middle Unit, Crescent Lake Junction - The Dalles - California Junction Section of the Willamette Highway, Klamath County, contract No. 5214, as provided by Hamilton Engine Sales, Inc., in the sum of $15,313.53.

I am also filing this notice of claim with the Secretary of State.

Very truly yours,

Sherman W. Holmes
Sherman W. Holmes

SWh/dt
cc: Secretary of State
Commercial Insurance Agency

RECEIVED
[illegible]

TO STATE HIGHWAY COMMISSION, SALEM, OREGON:

Notice hereby is given that the undersigned Hamilton Engine Sales, Inc., an Oregon corporation, has a claim for rental of compressors, drills, generator set, generator set trailer, and other equipment, for supplies and materials, and for labor furnished by Hamilton Engine Sales, Inc., an Oregon corporation with offices at 2580 N. W. Upshur Street, Portland 10, Oregon, in the sum of Fifteen Thousand Three Hundred Thirteen and 53/100 dollars against the bond taken from Tuss Brothers Construction Company of Woodburn, Oregon, as principal, and The Maryland Casualty Company through Commercial Insurance Agency, 328 North Commercial Street, Salem, Oregon, as surety, for the work of grading and paving the Middle Unit, Crescent Lake Junction - The Dalles - California Junction Section of the Willamette Highway, Klamath County, Contract No. 5214. The above equipment and supplies were furnished between September 10, 1958, and December 10, 1958.

HAMILTON ENGINE SALES, INC.

By ______________________

Vice President

Corporate Seal

RECEIVED
JAN 15 1959
FOR FILING

[illegible]
5214

To W1
[illegible]
files

Jan. 14, 1959

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Attached is a copy of a claim in the amount of $15,313.53 which has been filed with the Secretary of State by Hamilton Engine Sales, Inc., for supplies, materials and labor furnished to Tuss Bros. Construction for grading and paving on the Middle Unit, Crescent Lake Junction-The Dalles-California Section of the Willamette Highway in Klamath County, Contract #5214.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

CWH:rm
Attach.

cc: Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

Tuss Bros. Const.
Rt. 1, Box 477
Woodburn, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
CM

TO STATE HIGHWAY COMMISSION, SALEM, OREGON:

Notice hereby is given that the undersigned Hamilton Engine Sales, Inc., an Oregon corporation, has a claim for rental of compressors, drills, generator set, generator set trailer, and other equipment, for supplies and materials, and for labor furnished by Hamilton Engine Sales, Inc., an Oregon corporation with offices at 2580 N. W. Upshur Street, Portland 10, Oregon, in the sum of Fifteen Thousand Three Hundred Thirteen and 53/100 dollars against the bond taken from Tuma Brothers Construction Company of Woodburn, Oregon, as principal, and The Maryland Casualty Company through Commercial Insurance Agency, 320 North Commercial Street, Salem, Oregon, as surety, for the work of grading and paving the Middle Unit, Crescent Lake Junction The Dalles - California Junction Section of the Willamette Highway, Klamath County, Contract No. 5214. The above equipment and supplies were furnished between September 10, 1958, and December 10, 1958.

HAMILTON ENGINE SALES, INC.

By Leroy B. [illegible]
Vice President

Corporate Seal

File # 3623

FILED
JAN 8 - 1959
MARK O. HATFIELD
SECRETARY OF STATE

RECEIVED
JAN 6 - 1959
MARK O. HATFIELD
SECRETARY OF STATE

RECEIVED
DEC 29 1958
FOR FILING

files

December 24, 1958

Maryland Casualty Company
Baltimore 3, Maryland

Gentlemen:

A claim has been received from Hamilton Engine Sales, Inc., 2580 N. W. Upshur Street, Portland 10, Oregon, in the amount of $15, 313. 53 for rental equipment and supplies furnished Tuss Brothers Construction on State Highway Contract No. 5216, for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway, Klamath County.

This information is provided as your company Appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc

cc: Commercial Insurance Agency
328 North Commercial
Salem, Oregon

Tuss Brothers Construction
Route 1, Box 477
Woodburn, Oregon

Commissioners
W. C. Williams
Forrest Cooper

NOTED ON CARD
em

Files

December 24, 1958

Hamilton Engine Sales, Inc.
2580 N. W. Upshur Street
Portland 10, Oregon

Attention: Mr. M. L. Woodford
Manager

Gentlemen:

We have your billings for rental equipment and supplies against Tuss Brothers Construction in the amount of $15, 313. 53 furnished for Contract No. 5214, for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway, Klamath County.

The Maryland Casualty Company through Commercial Insurance Agency, 328 North Commercial, Salem, furnished the performance bond with this contract, which bond is given to assure completion of the contract and payment of all bills incurred therein. The contract is not yet completed.

If you wish to protect your claim for a period longer than six months following completion and acceptance of the contract, it is suggested that you file your claim with the Secretary of State. For your convenience we have attached excerpts from the Oregon laws outlining the filing procedure. In the meantime the claim will be noted in our records and we will advise the contractor and the surety that it has been received.

If you wish to file the claim as a lien or an attachment against payments due the contract it will be necessary that you take legal action, and it is suggested that you contact your attorney should you desire to follow that course.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

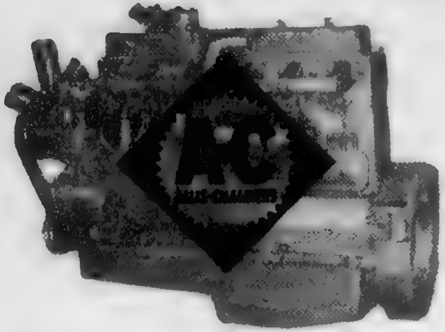
FQ:jmc

NOTED ON CARD
Jm

File

Hamilton Engine Sales, Inc.

2580 N.W. UPSHUR STREET
PORTLAND 10, OREGON
TELEPHONE CAPITOL 3-3165



AUTOMOTIVE

INDUSTRIAL

MARINE

GENERATOR SETS

SCHRAMM AIR COMPRESSORS

TORCON CONVERTERS

HARMATH LIGHT PLANTS

MATERIAL HANDLING EQUIPMENT

December 18, 1958

Oregon State Highway Department
State Highway Building
Salem, Oregon

Attention: Secretary of State Highway Department

Re: Tuss Brothers Construction Co.
State Highway Contract #5214

Gentlemen:

Attached you will find complete billings for rental equipment and supplies that we furnished to Tuss Brothers Construction Company on the above mentioned job. Total amount of billing $15,313.53.

It is our desire and intent to place a lien against the proceeds of this job in order that we may receive payment for the rental of the equipment and supplies that we furnished to Tuss Brothers Construction Co. for their use to accomplish the work on this job.

Please consider this a Document of Lien.

If there is any further information necessary in order that this lien may be legal, we would appreciate hearing from you.

Very truly yours,

HAMILTON ENGINE SALES, INC.

M. L. Woodford

M. L. Woodford,
Manager

MLW/vm

Copies sent to Commissioners,
Williams & Cooper 12-24-58

RECEIVED
DEC [illegible] 1958
OREGON
STATE HIGHWAY COMMISSION

24 HOUR SERVICE

NOTED ON CARD
om

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE October 28, 1958 195

SOLD TO
TUSS BROTHERS
Route 1 - Box 477
Woodburn, Oregon

SHIP TO

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
Job 3483	10-1-58					2% 10th Prox.

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
				Repair damage intransit to Generator Set		
				Gasket material - Screws and Washers		2.20
				25' Cord		3.81
				Starting Fluid		1.14
				Fittings		1.30
						8.45 x
				Meals and Lodging		63.80 x
				Mileage 458 miles @ .10¢ per mile		45.80 X
				Labor		770.50 x
				Repairs to Generator		9.33
14		14	286Ax24x120	Stormseal Sheets		46.30
30		30	2-1/2" 286Ax26x96	Corrugated Sheets		84.94
10 Pound				2 x 10 Leakproof Nails		3.74
10 "				" "		2.27
200				5/16 x 2-1/2 Carriage bolts		8.45
				Straighten and repair radiator		661.33
				Work on Generator		269.15
				Lumber		28.96
				Clamps and hose		11.71
					$	1126.18 x
				Total	$	2014.73

OUR ORDER AND INVOICE
No.

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

THIS IS YOUR INVOICE—PLEASE RETAIN.

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE September 10, 1958 195

SOLD TO
Tuss Bros. Construction Co.
Woodburn, Oregon
Rt 1, Box 477

SHIP TO

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
						net

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
200'		200'		1-1/2" air compressor hose with male and female couplings		80.00
4		4	C15-612N	12' x 1-1/2" Drill Rod		46.95
4		4	CL5-600	Couplings		7.85
1		1		Gardner-Denver Rotary Compressor Serial No.-216075		922.00
1		1		Air track drill carrier W/DH 123 Deep Hole drill and 12" feed change for 600 series steel. Trac.Ser.No. 29062 feed S/N 1489 drifter S/N DH 123 T 1		850.00
						1,906.80
				Above items on rental basis returnable if not damaged.		
				Rental from September 10th thru October 9th		

OUR ORDER AND INVOICE
No. 07434
THIS IS YOUR INVOICE—PLEASE RETAIN.

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE September 10-1958 195

SOLD TO
Tuss Bros. Construction Co.
Rt 1 Box 477
Woodburn, Oregon

SHIP TO
same
Phone No. 26011

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
	9-10-58	Hamilton	Own truck			net

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
1		1		25 lb can lead coat grease		10.25
2		2	06B-3-1/2"	Bits		70.55
						80.80

OUR ORDER AND INVOICE
No. 07432

THIS IS YOUR INVOICE—PLEASE RETAIN.

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE September 10, 1958

SOLD TO
Tuss Bros. Construction Co.
Rt 1 Box 477
Woodburn, Oregon

SHIP TO
same

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
	9-10-58	Hamilton	Own truck			net

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
				Loading 600 Gardner-Denver compressor		
				and air trac drill carrier.		8.75

OUR ORDER AND INVOICE
No. 07433

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

THIS IS YOUR INVOICE—PLEASE RETAIN.

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE September 21, 1958

SOLD TO
Tuss Bros
Rt 1 Box 477
Woodburn, Oregon

SHIP TO
will call

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
phone	9-21-58	Lee	called			2% 10

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
6		6	CL5-600	Coupling	7.85	47.10

OUR ORDER AND INVOICE
No. 07560

THIS IS YOUR INVOICE—PLEASE RETAIN.

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY s/ John Tuss

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE September 18, 1958

SOLD TO
Tuss Bros Construction Co.
Rt 1 Box 477
Woodburn, Oregon

SHIP TO
same

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
				To correct invoice #07432 we billed you		
				as follows on the second item		
2		2	06B-3-1/2"	Bits		70.55
				should be @ $70.55 each		141.10
				We charge your accout for difference		70.55

OUR ORDER AND INVOICE
No. 09784

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION. A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

THIS IS YOUR INVOICE—PLEASE RETAIN.

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE September 14, 1958

SOLD TO Tuss Brothers Construction Co.
Woodburn, Oregon

SHIP TO

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
	9-14-58	Ed	Called			2% 10th

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
1		1	1184-CC	3/4x50 Air Hose		40.48
1		1	1132	3/4" AF Coupling		1.27
						41.75

OUR ORDER AND INVOICE
No. 07487
THIS IS YOUR INVOICE—PLEASE RETAIN.

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE September 27, 1958

SOLD TO:
Tuss Bros
Route 1 Box 477
Woodburn, Oregon

SHIP TO: same

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
	9-27-58	Ed	call			2% 10

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
4		4	CL5-612	H. Rod	46.95	187.80
4		4	CL5-600	Couplings	7.85	31.40
						219.20
				s/ John A. Tuss		

OUR ORDER AND INVOICE
No. 07631

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

THIS IS YOUR INVOICE—PLEASE RETAIN.

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE 9-25-58 195

SOLD TO
TUSS BROS. CONSTRUCTION CO.
Rt. 1 Box 477
Woodburn, XXXXXX Oregon

SHIP TO

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
	9-25-58	Kaufman				Net

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
1		1	60 KW	DIESEL GENERATOR SET SERIAL # 1-AG-2291		750.00
				F. O. B. Portland, Oregon		
1		1	300 KW	Diesel Generator Set Trailer mounted		
				to be picked at Coos Bay or North Bend		
				Oregon by Tuss Bros. F.O.B. Point of		
				delivery.		2500.00
				XXXXXXXX		
				Rental based on 8 hours per day five		
				days per week.		
				Rental from 9-25-58 To 10-24-58		

OUR ORDER AND INVOICE
No. 09790

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

THIS IS YOUR INVOICE—PLEASE RETAIN.

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE 10-10-58 195

SOLD TO
Tuss Brothers
Route 1 Box 477
Woodburn, Oregon

SHIP TO
same

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
	10-10-58		Neil Kaufman			2% 10

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
40'		40'	1503-8	Aeroquip Hose	.979	39.16
20'		20'	1503-6	" "	.936	18.72
8'		8'	1503-4	" "	.796	6.37
2		2	401-8	" Fitting	1.12	2.24
2		2	401-6	" "	.85	1.70
2		2	401-4	" "	.65	1.30
1n		1	Exchange	FPUE 2B12 Jamd ro,er i,l		12.00
						81.49

OUR ORDER AND INVOICE
No. 07831

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

THIS IS YOUR INVOICE—PLEASE RETAIN.

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE 10-9-58 195

SOLD TO
Tuss Brothers
Route 1 Box 477
Woodburn, Oregon

SHIP TO

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
	10-9					2% 10

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
				Repair on DH123 Garndner Denver Drill		
1		1	DH 123-9	Piston		161.58
1		1	DH 123-10A-36	Nut		14.11
1		1	DH 123-11-36	Bar		69.93
1		1	DH-99-17L	Cap		33.45
						279.07
360	miles		Service car @		.10	36.00
11		11	Hours Labor @		5.75	63.25
						378.32

OUR ORDER AND INVOICE
No. 07814

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

THIS IS YOUR INVOICE—PLEASE RETAIN.

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE 10-2-58 195

SOLD TO
Tuss Brothers
Route 1 Box 477
Woodburn, Oregon

SHIP TO
same

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
	10-10-58	Ed	P.J.E truck			2% 10thProx

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
3		3	750-B	Luberfiner Elements	3.75	11.25
1		1	C1127APB2	Element		4.04
1		1	N4L1555	Roll Pack Elements		10.85
						26.14

OUR ORDER AND INVOICE
No. 07832

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

THIS IS YOUR INVOICE—PLEASE RETAIN.

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE 10-16-58 195

SOLD TO
Tuss Bros.
Rt 1 Box 477
Woodburn, Oregon

SHIP TO

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
		MLW				Net 10th Prox

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
200'		200'		1-1/2" air hose coupled		80.00
4		4	C15-612H	12' x 1-1/2" Drill Rods		46.95
4		4	CL5-600	Drill Rod Couplings		7.85
1		1		Garnder-Denver Compressor S/N 216075		922.00
1		1		Air Track Drill Carrier W/DH 123 Deep Hole Drill and 12' Feed Changes for 600 Series Drill Steel Trac #29062 Feed S/N 1489 Drifter S/N/ DH 123 T 1		850.00
				Rental for the above from 10-10-58 to 11-9-58		

OUR ORDER AND INVOICE
No. 09814

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

THIS IS YOUR INVOICE—PLEASE RETAIN.

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE 10-19-58 195

SOLD TO
Tuss Bros.
Wodburn, Oregon

SHIP TO

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
	10-19-58	MLW	pick up			2% 10th Prox

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
3		3	CL5-622H	Drill Rod	46.95	160.85
3		3	CL 5-600	Couplings	7.85	23.55
1		1	66B-3-1/2	Carbide bit	-	63.50
1		1	CL5-691C	Fishing Tool		32.65
						260.55
				s/ T.M.Tuss		

OUR ORDER AND INVOICE
No. 07952
THIS IS YOUR INVOICE—PLEASE RETAIN.

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE October 28, 1958 195

SOLD TO
TUSS BROS. CONSTRUCTION CO.
Rt. 1 Box 477
Woodburn, XXXXXXXXx Oregon

SHIP TO

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
				RENTAL EQUIPMENT		
1		1	60 KW	Diesel generator set Serial # 1-AG-2291		750.00
1		1	300 KW	Diesel generator set trailer mounted		2500.00
				RENTAL BASED ON AN EIGHT HOUR DAY		
				AND A FIVE DAY WEEK		
				Rental from 10-24-58 TO 11-23-58		
				ALL RENTALS BILLED AND PAYABLE IN ADVANCE		

OUR ORDER AND INVOICE
No. 09832
THIS IS YOUR INVOICE—PLEASE RETAIN.

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

UARCO INC. - OAKLAND 65390

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE November 15, 1958 195

SOLD TO
Tuss Brothers
Rt 1 Box 477
Woodburn, Oregon

SHIP TO

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS
Job #3483						Net 10 days

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
				Freight on moving Generator set to Odell Lake		312.49

OUR ORDER AND INVOICE
No. 08452

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

THIS IS YOUR INVOICE—PLEASE RETAIN.

UARCO INC. - OAKLAND 65380

ORIGINAL—CUSTOMER'S COPY

INVOICE

HAMILTON ENGINE SALES, INC.

ALLIS-CHALMERS, BUDA DIV. DISTRIBUTOR
2580 N. W. Upshur
Telephone: CA pitol 3-3165
PORTLAND 10, OREGON

AUTOMOTIVE ENGINES
GENERATING SETS
MARINE ENGINES
POWER UNITS

ENGINE ACCESSORIES
ENGINE REBUILDING
PARTS (All Models)
ENGINE SERVICE
NOZZLE TESTERS

DATE 12-9-58 195

SOLD TO
TUSS BROS CONSTRUCTION CO.
Rt.1 Box 477
Woodburn, Oregon

SHIP TO

CUSTOMER'S ORDER NO.	SHIPPING DATE	SALESMAN	SHIP VIA	PREPAID	COLLECT	TERMS

QUAN. ORD.	QUAN. B. O.	QUAN. SHPD.	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
				RENTAL EQUIPMENT		
1		1		Gardner-Denver Compressor S/N 216075		922.00
1		1		Air track drill carrier with DH 123		
				deep hole drill and 12' steel changes		
				for 600 series drill steel. Track S/N29062		
				Feed S/N 1489 Drifter S/N DH 123-T-1		850.00
200'		200'		1½" Air hose coupled		80.00
						1852.00
				Rental from 11-9-58 to 12-2-58		
				22/30ths of one month net billing		1458.06

OUR ORDER AND INVOICE
No. 09855

NO MERCHANDISE RETURNABLE WITHOUT OUR PERMISSION.
A 10% HANDLING CHARGE WILL BE MADE ON RETURNED MERCHANDISE.

RECEIVED BY

THIS IS YOUR INVOICE—PLEASE RETAIN.

UARCO INC. - OAKLAND 65390

RECEIVED
SEP 19 1958
FOR FILING

[illegible]

5214

September 18, 1958

Mr. Donald B. Peterson, President
The Commercial Bank of Salem
Church and Chemeketa Streets
Salem, Oregon

Dear Mr. Peterson:

Received from you in today's mail in duplicate was an assignment that is being given by Tuss Bros. Construction to the Commercial Bank of Salem of all monies that are now due or which may hereafter become due them in connection with State Highway Contract No. 5214, grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway, Klamath County.

Consent of the Maryland Casualty Company on such assignment without prejudice appears on the face of the assignment. The assignment appears to be in order and the Highway Commission's Chief Auditor is being instructed today to prepare future payments to Tuss Bros. Construction in conformity with the provisions of the assignment. Future warrants will be made payable to Tuss Bros. Construction, assigned to the Commercial Bank of Salem, and will be mailed to the bank.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
cc: C. H. Maison (2)
Floyd Query

Mr. Maison:

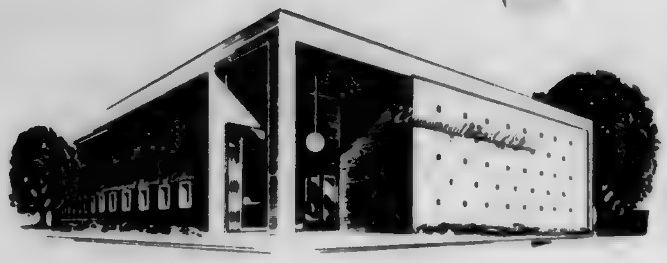
I attach hereto an executed copy of the assignment referred to above, the original of which I have retained for the Commission's records and files.

HBG

Mr. Query:

Attached hereto is the original of the assignment referred to above which is to be recorded on the card for this job and then filed in the contract.

HBG



THE COMMERCIAL BANK OF SALEM
Church and Chemeketa Streets
SALEM, OREGON

September 17, 1958

State of Oregon
State Highway Department
Salem, Oregon

ATTENTION: Secretary

Gentlemen:

We enclose in duplicate assignment of Tuss Bros. Construction covering the Middle Unit, Crescent Lake Junction, State Highway Contract No. 5214.

This assignment has been consented to by the Maryland Casualty Company in accordance with your instructions of September 9th.

Very truly yours,

Donald B. Peterson
President

DBP/mz

Enclosures

RECEIVED
SEP 18 1958
STATE [illegible]

ACKNOWLEDGED
H. B. GLAISYER

September 9, 1958

Mr. Donald B. Peterson, President
Commercial Bank of Salem
P. O. Box 428
Salem, Oregon

Dear Mr. Peterson:

Responding to your telephonic request of this date I enclose five copies of a form of assignment whereby Tuss Brothers Construction assigns to the Commercial Bank of Salem all monies that are now due or which may hereafter become due them in connection with State Highway Contract 5214, grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway, Klamath County, Oregon. These forms should all be signed by Tuss Brothers Construction and the original and one copy should be returned to the State Highway Commission for processing.

As I mentioned to you over the telephone we will be glad to honor the assignment if the Maryland Casualty Company which appears as surety on the performance bond furnished by Tuss Brothers Construction in connection with this job will consent to the assignment in writing without prejudice to the bond. In the event that the Maryland Casualty Company gives its consent by letter, such letter should be directed to the Oregon State Highway Commission. As an alternate the Maryland Casualty Company may give its consent on the face of the assignment form, that will satisfy our purposes provided its consent is signed by an authorized representative of the company and contain the statement that the Maryland Casualty Company consents to the assignment without prejudice to the bond.

When we have received the copies of the assignment referred to above, we will immediately instruct our Chief Auditor to withhold future payments to Tuss Brothers Construction until such time as our requirements have been satisfied. We cannot accept the assignment unless the contractor's surety will consent to it without prejudice.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc
Encls.
cc: C. H. Maison (2)
Floyd Query

FORM E 30 50M 6-58 13046
RECEIVED
NOV 25 1958
FOR FILING

agenda

BF 24(4)

5814

To:

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

AGENDA
OCT 23 1958
1B-5

Salem, Oregon
September 16, 1958

Mr. H. B. Glaisyer
Secretary
Office

SUBJECT: AGENDA ITEM FOR OCTOBER 23-24 MEETING
File No. 24494
Crescent Lake Junction-The Dalles California Junction Section
Willamette Highway
Klamath County

Please place on the next Agenda the matter of securing Highway Commission approval to pay the U. S. Forest Service the sum of $2,096 for timber removed from Forest Service property on this construction.

Telephonic approval was received from Mr. McIver on September 15, 1958.

R. L. Porter
R. L. PORTER
Right of Way Engineer

RLP:zg

for confirmation

OK

NOTED
H. B. GLAISYER

R. E.

FORM E 123X 12,000 4-53

RECEIVED
SEP 10 1958
FOR FILING

File

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

September 9, 1958 ✓

Mr. Donald B. Peterson, President
Commercial Bank of Salem
P. O. Box 428
Salem, Oregon

Dear Mr. Peterson:

Responding to your telephonic request of this date I enclose five copies of a form of assignment whereby Tuss Brothers Construction assigns to the Commercial Bank of Salem all monies that are now due or which may hereafter become due them in connection with State Highway Contract 5214, grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway, Klamath County, Oregon. These forms should all be signed by Tuss Brothers Construction and the original and one copy should be returned to the State Highway Commission for processing.

As I mentioned to you over the telephone we will be glad to honor the assignment if the Maryland Casualty Company which appears as surety on the performance bond furnished by Tuss Brothers Construction in connection with this job will consent to the assignment in writing without prejudice to the bond. In the event that the Maryland Casualty Company gives its consent by letter, such letter should be directed to the Oregon State Highway Commission. As an alternate the Maryland Casualty Company may give its consent on the face of the assignment form, that will satisfy our purposes provided its consent is signed by an authorized representative of the company and contain the statement that the Maryland Casualty Company consents to the assignment without prejudice to the bond.

When we have received the copies of the assignment referred to above, we will immediately instruct our Chief Auditor to withhold future payments to Tuss Brothers Construction until such time as our requirements have been satisfied. We cannot accept the assignment unless the contractor's surety will consent to it without prejudice.

Respectfully yours,

HBGlaisyer

Secretary
OREGON STATE HIGHWAY COMM.

NOTED
FLOYD QUERY

HBG:jmc
Encls.
cc: C. H. Maison (2)
Floyd Query ✓

RECEIVED

FOR FILING

When replying, refer to:
08-35.4

August 27, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project DF-184(4)
Crescent Lake Jct.-Dalles-California
Jct. Section, Willamette Highway
Order for State Force Work dated
August 6, 1958 - Seeding, Mulching
Estimated Cost $825.00

Dear Sir:

Reference is made to your letter dated August 13, 1958 concerning subject order. We are approving the use of State force as being in the public interest for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and special equipment to perform the work most economically.

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

Orig to [illegible]

ORREST COOPER

4

Oregon State Highway Department

Federal Aid
Project No. DF-184(4)

MIDDLE UNIT, CRESCENT LAKE JUNCTION-THE DALLES-CALIFORNIA JUNCTION SECTION

14(5)

OF THE WILLAMETTE HIGHWAY IN KLAMATH COUNTY

5214 (Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon August 14, 1958

Type Code 6201
Roadway (Sta. 412+00 to Sta. 585+00)(Contract No. 5214)

Clearing and Grubbing	All	Required	$	$13,300.00
Drainage Excavation, Unclassified	30	cu. yds.	3.00	90.00
General Excavation, Unclassified	67,900	cu. yds.	.34	23,086.00
Short Overhaul	175,000	yd. stas.	.01	1,750.00
Long Overhaul	3,400	C-yd. stas.	.40	1,360.00
Finishing Roadbed and Slopes	3.28	miles	500.00	1,640.00
Rounding Cutbanks	6,500	lin. ft.	.20	1,300.00
12-inch Concrete Pipe	210	lin. ft.	2.20	462.00
18-inch Concrete Pipe	140	lin. ft.	4.00	560.00
24-inch Concrete Pipe	70	lin. ft.	6.00	420.00
30-inch Concrete Pipe	50	lin. ft.	8.00	400.00
Metal Guard Rail	2,250	lin. ft.	3.75	8,437.50
Metal Sight Posts, Double Reflector	90	only	3.90	351.00
Coarse Crushed Material in Base	43,600	tons	1.78	77,608.00
3/4" - 0 Material in Base	14,330	tons	1.80	25,794.00
Sprinkling	940	M-gals.	2.00	1,880.00
Preparation of Base	3.28	miles	250.00	820.00
3/4" - 0 Material in Binder Course	700	tons	3.65	2,555.00
Furnishing and Placing Aggregates	855	tons	3.45	2,949.75
RC-3 Asphalt	80	tons	49.00	3,920.00
120-150 Asphalt	56	tons	47.00	2,632.00
RS-1 Asphalt	16	tons	55.00	880.00
Asphaltic Concrete Mixture	10,800	tons	4.75	51,300.00
85-100 Asphalt in Mixture	650	tons	37.50	24,375.00
				$247,870.25
Flagging (57½% of Contractor's Cost)	All	Required		2,000.00
	Subtotal			$249,870.25
	10% Engr. & Cont.			24,987.02
	Total			$274,857.27

Length of Roadway.	3.277 miles
Cost of Roadway per mile	$83,874.66

Federal "DF" Funds	$205,000.00
Federal "LF" Funds	43,100.00
State Funds	26,757.27
	$274,857.27

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920; Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. DF-184(4)

[illegible] UNIT, CRESCENT LAKE JUNCTION-THE DALLES-CALIFORNIA

JUNCTION SECTION OF THE WILLAMETTE HIGHWAY IN KLAMATH COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 9, 1958

Type Code 6201
Roadway (Sta. 412+00 to Sta. 585+00)

Clearing and Grubbing	All	Required	$	$ 5,000.00
Drainage Excavation, Unclassified	30	cu. yds.	3.00	90.00
General Excavation, Unclassified	67,900	cu. yds.	0.27	18,333.00
Short Overhaul	175,000	yd. sta.	0.01	1,750.00
Long Overhaul	3,400	C-yd.sta.	0.40	1,360.00
Finishing Roadbed and Slopes	3.28	miles	500.00	1,640.00
Rounding Cutbanks	6,500	lin. ft.	0.18	1,170.00
12-inch Concrete Pipe	210	lin. ft.	2.50	525.00
18-inch Concrete Pipe	140	lin. ft.	4.50	630.00
24-inch Concrete Pipe	70	lin. ft.	6.00	420.00
30-inch Concrete Pipe	50	lin. ft.	7.50	375.00
Metal Guard Rail	2,250	lin. ft.	3.00	6,750.00
Metal Sight Posts, Double Reflector	90	only	3.75	337.50
Coarse Crushed Material in Base	43,600	tons	1.75	76,300.00
3/4" - 0 Material in Base	14,330	tons	1.85	26,510.50
Sprinkling	940	M-gal.	3.00	2,820.00
Preparation of Base	3.28	miles	250.00	820.00
3/4" - 0 Material in Binder Course	700	tons	2.75	1,925.00
Furnishing and Placing Aggregates	855	tons	2.75	2,351.25
RC-3 Asphalt	80	tons	44.00	3,520.00
120-150 Asphalt	56	tons	42.00	2,352.00
RS-1 Asphalt	16	tons	44.00	704.00
Asphaltic Concrete Mixture	10,800	tons	4.50	48,600.00
85-100 Asphalt in Mixture	650	tons	36.00	23,400.00
				$227,683.25
Flagging (57½% of Contractor's Cost)	All	Required		2,000.00
Seeding and Mulching				3,600.00
	Subtotal			$233,283.25
	10% Engr. & Cont.			23,328.32
		Total		$256,611.57

Length of Roadway - - - - - - - - - 3.277 Miles
Cost of Roadway Per Mile- - - - - - $78,306.85

Federal DF Funds- -	$191,000.00
Federal LF Funds- -	43,000.00
State Funds -	22,611.57
	$256,611.57

RECEIVED
AUG [illegible] 1958
FOR FILING
EF-124(4)
5214

August 13, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 224-230 covering seeding and mulching on the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County, Contract No. 5214, in connection with Federal Aid Project No. EF-124(4).

This work is necessary to control erosion on cut and fill slopes. The contractor is not equipped to do this work. The State has the necessary special equipment operated by experienced crews. The amount is too small to contract.

Your approval of this order at agreed unit prices is requested under the provisions of PPM 21-6.3.

The total estimated amount of the order is $825.00 with Federal participation of $510.00

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

dbp:mad
Enclosures

RECEIVED
1958
FOR FILING
5214

FORM E-12

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

Aug. 5, 1958

Tuss Bros. Const.
Rt. 1, Box 477
Woodburn, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5214, awarded June 19, 1958, for grading and paving on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

A

RECEIVED
JUL [illegible] 1958
FOR FILING

5214

July 25, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith are two sets of construction plans for the Middle Unit, Crescent Lake Junction,-The Dalles-California Junction Section of the Willamette Highway in Klamath County, Contract No. 5214, Project No. DF-184(4), on which we have shown the U. S. Forest Service telephone line revision in support of Order for Extra Work No. 2, as requested in your letter of July 21, 1958.

Very truly yours,

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmw

RECEIVED

When replying, refer to:
08-35.4

5214

408 State Highway Bldg.
Salem, Oregon

July 21, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have received copies of your Extra Work Order No. 2 covering removing and reinstalling a U.S. Forest Service Telephone line on Project DF-184(4), Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway.

We are retaining all copies of the order and you are requested to submit plan sheets showing the telephone line in question and the work to be performed by the contractor since these do not show on the approved plans.

Upon receipt of the above information we are prepared to approve performance of the work as requested.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
RREST COOPER

Orig to SNP

RECEIVED
JUL 18 1958
FOR FILING

[illegible]

5214

July 15, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering removing and reinstalling a U. S. Forest Service telephone line on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County, Contract No. 5214, in connection with Federal Aid Project No. DF-184(4).

It is necessary to remove the U. S. Forest Service telephone line to clear for construction. The highway was constructed under a special use permit and it is the obligation of the State to pay for moving the line. A copy of the Assistant Counsel's letter, dated July 7, 1958, stating this fact is attached. The contractor has agreed to reestablish the telephone line on force account basis.

Very truly yours,

W. C. Williams
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:mfh
Encl.

NOTED
[illegible]

FORM E-123X 12,500 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
JUL - 1958
FOR FILING

R F 1-4(4)

5214

July 7, 1958

U. S. Forest Service
729 N.E. Oregon
Portland, Oregon

Re: U.S. Forest Service
Telephone Line Adjustment
Middle Unit, Crescent Lake Jct.
The Dalles-California Jct.
Willamette Highway
Klamath County

Gentlemen:

Bids on the above titled project were received on May 29, 1958, and a telephone line owned by you must be adjusted in order to accommodate the new highway construction. This line lies on the northeasterly side of the existing highway between Stations 516 and 574 and must be moved laterally to allow the construction of a climbing lane on the highway.

The highway was constructed under a Special Use Permit issued December 21, 1955, and appears to be covered by your file RO-S-3. It therefore, would appear that the Highway Commission should bear the expense of the moving of the facility. It appears to have been suggested that the line be moved by the State's highway contractor either under a price agreement or an extra work order to be submitted by Mr. A. A. Fossen, Box 151, Bend, who is resident engineer on the project. Further details regarding the matter may be secured from him.

Very truly yours,

J. M. DeSOUZA
Assistant Counsel

JMD:ff
cc: Mr. Ernest D. Hardman, District Ranger
U.S. Forest Service
Crescent, Oregon
Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. Dean Swift
Mr. A. A. Fossen
Mr. F. N. Farrar

NOTED
FORREST COOPER

RECEIVED
JUL 8 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
JUL 7 - 1958
FOR FILING
DF-184(4)
5214

July 3, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County, Contract No. 5214, in connection with Federal Aid Project No. DF-184(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ew
Encl.

A

RECEIVED
JUL 1 - 1958
FOR FILING

DF-184(4)

5814

June 30, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 16, 1958, on Contract No. 5214, Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section, in Klamath County, in connection with Federal Aid Project No. DF-184(4).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ew

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JUN 24 1958
FOR FILING

[illegible]

5214

June 23, 1958

Tuss Brothers Construction
Route 1, Box 477
Woodburn, Oregon

Gentlemen:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5214 for grading and paving on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

This award was based on your bid of $247,870.25 which was the low bid submitted to the Commission on May 29, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
JUN 25 1958
OREGON DISTRICT

FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

406 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying,
~~refer to 08-35.4-0~~

DF-184(4)

5214

June 19, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of contract No. 5214 for Oregon Project DF-184(4), Middle Unit, Crescent Lake Junction - The Dalles - California Highway Junction Section, to Tuss Brothers Construction of Woodburn, Oregon, low bidder in the amount of $247,870.25 at the May 29, 1958 bid opening.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

RECEIVED
JUN 23 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED

OREGON DISTRICT

DF-184(4)

08:35.4

5/14

DF 184(4)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

May 14, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. & E. documents for Oregon Project DF-184(4), Middle Unit, Crescent Lake Junction-Dalles-California Highway Junction Section of the Willamette Highway. This is to authorize your advertising for bids.

Since this project is to be financed with 1958 Act, Section 2(a) "D" funds and Section 2(c) "L" funds, it will be necessary for you to make award of contract prior to December 1, 1958, execute the project agreement prior to January 1, 1959, and complete construction of all features of the project prior to December 1, 1959.

Very truly yours,

C. G. Polk
Division Engineer

E. H. Cowan

By: E. H. Cowan
Acting Division Engineer

DF-184(4) Middle Unit, Crescent 1959
Lake Jct. Sec.
#5214 Folder #2

RECEIVED
SEP [illegible] 1960
FOR FILING

September 23, 1960

State Tax Commission
State Office Building
Salem, Oregon

Attention: A. C. Friesen

Gentlemen:

Attached are answers to garnishments against Tuss Brothers which you left in this office September 21. You will note that the State Highway Department does not have any funds due or owing to Tuss Brothers.

Tuss Brothers have been principal contractors for the State Highway Department on one project, that being Contract 5214 for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County. Maryland Casualty Company, Commercial Insurance Agency, 328 North Commercial, Salem, furnished the performance bond with this contract, which bond is given to assure completion of the contract and the payment of all bills incurred in it. The contract was awarded June 19, 1958, completed November 9, 1959, and accepted by the State Highway Commission on March 10, 1960.

To protect a claim under the bond Oregon law requires that the claim be filed with the Secretary of State within six months after acceptance of the contract. Our records show that final payment was made on March 30, 1960.

Attached is an excerpt from the Oregon laws concerning the filing of claims against contractors.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD
Sc

Att:
FO:rj

cc: Maryland Casualty Co., Portland Claim Division
Tuss Brothers, Woodburn

RECEIVED
SEP [illegible] 1960
FOR FILING

State of Oregon

In the matter of a Tax Warrant for taxes due the State of Oregon from
Thomas M., John A. and Clifford W. Tuss, dba Tuss Brothers

NOTICE OF GARNISHMENT

Contract 5214

To Oregon State Highway Department - State Highway Building - Salem, Oregon
Attention:
Floyd Query
Secretary to Commission

1. 7-114(4)

5214

By virtue of Tax Warrant No. 755870-58 to me directed, issued by the State Tax Commission of the State of Oregon and entered in Volume 10, page TT-21418 of the Judgment Docket of the County of Marion, State of Oregon, a certified copy of which you are herewith served, I hereby levy upon and garnish all property, moneys, debts, right and/or credits of every nature in your hands or under your control belonging or owing to said Thomas M., John A. & Clifford W. Tuss, dba Tuss Brothers or so much thereof as will satisfy the claim of the State of Oregon, to wit $131.00, together with costs and additional statutory charges. You are hereby required forthwith to furnish to the undersigned a complete written statement of all such property, money, etc., and you are hereby notified to pay over and/or transfer the same to the undersigned.

Dated this 16th day of September, 1960, at Salem, Oregon.

STATE TAX COMMISSION XXXXX
(Field Agent

By ~~Deputy~~

(Form for your answer is provided on the reverse side hereof, ORS 29.280 provides that a return of this notice shall be filed within five days.)

ELH

Form 328

ANSWER TO GARNISHMENT

To A. C. Friesen

[redacted]

Field Agent, State Tax Commission Salem, Oregon.

In answer to the within Notice of Garnishment it is hereby certified that the following described property, etc., belonging to the within-named debtor is in the hands or under the control of the within named garnishee

none

That said described property, etc., is being transferred and/or paid with this return and that there is no other property of any kind of said debtor in the possession of the undersigned.

Dated this 23 day of September, 1960, at Salem, Oregon.

Oregon State Highway Department, Garnishee.

By

Floyd Query, Secretary
Oregon State Highway Commission

STATE OF OREGON

County of Marion

Notice of Garnishment

In the matter of a Tax Warrant
against

Thomas M., John A. & Clifford W. Tuss, dba
Tuss Brothers

State Printing 28480

State of Oregon

In the matter of a Tax Warrant for taxes due the State of Oregon from
Thomas M., John A. & Clifford W. Tuss, dba
Tuss Brothers

NOTICE OF GARNISHMENT

To Oregon State Highway Department - State Highway Building - Salem, Oregon
Attention:
Floyd Query
Secretary to Commission

By virtue of Tax Warrant No. 765523-58 to me directed, issued by the State Tax Commission of the State of Oregon and entered in Volume 10, page TT-23046, of the Judgment Docket of the County of Marion, State of Oregon, a certified copy of which you are herewith served, I hereby levy upon and garnish all property, moneys, debts, right and/or credits of every nature in your hands or under your control belonging or owing to said Thomas M., John A. & Clifford W. Tuss, dba Tuss Brothers or so much thereof as will satisfy the claim of the State of Oregon, to wit $741.97, together with costs and additional statutory charges. You are hereby required forthwith to furnish to the undersigned a complete written statement of all such property, money, etc., and you are hereby notified to pay over and/or transfer the same to the undersigned.

Dated this 16th day of September, 1960, at Salem, Oregon.

STATE TAX COMMISSION ~~(Sheriff~~
(Field Agent

By ~~, Deputy~~

(Form for your answer is provided on the reverse side hereof, ORS 29.280 provides that a return of this notice shall be filed within five days.)

ELH

Form 338

ANSWER TO GARNISHMENT

To A. C. Friesen

~~State of Oregon~~

Field Agent, State Tax Commission Salem, Oregon.

In answer to the within Notice of Garnishment it is hereby certified that the following described property, etc., belonging to the within-named debtor is in the hands or under the control of the within named garnishee

none

That said described property, etc., is being transferred and/or paid with this return and that there is no other property of any kind of said debtor in the possession of the undersigned.

Dated this 23 day of September, 1960, at Salem, Oregon.

Oregon State Highway Department, Garnishee.
By

Floyd Query, Secretary
Oregon State Highway Commission

STATE OF OREGON

County of Marion

Notice of Garnishment

In the matter of a Tax Warrant
against

Thomas M., John A. & Clifford W. Tuss, dba
Tuss Brothers

State Printing 28420

Form 327 (Rev. 7-59)

OREGON STATE TAX COMMISSION
Salem, Oregon

"ALIAS"

WARRANT
and Writ of Execution

No. 755870
Date of Assessment 7-31-59
Code DW 58

Dist. 1 Aud.

ACCOUNT No.	DATE	CHARGE	CREDIT	UNPAID BALANCE
WH 61375				
4th Quarter	1-30-59	60.00		60.00
Withholding	7-30-59	(P&I) 61.80		121.80
Tax 1958	9-30-59	5.60		127.40
	3-2-60	3.03		130.43

Thomas M., John A. and Clifford W. Tuss, dba
Tuss Brothers
Route 1, Box 477
Woodburn, Oregon

542-26-1470
542-22-8592
540-30-6169

To A. C. Friesen, ~~xxxxxxx~~ Agent Sheriff, Marion County, Oregon:

WHEREAS, in pursuance of the provisions of the Acts of the Legislature and the people of the State of Oregon relating to excise and/or income taxes the above-named person or persons is or are liable to pay the tax or taxes assessed against him, or them, in the amount or amounts named hereinbelow, together with penalties and interest prescribed by law for failure to pay said tax or taxes when the same became due; AND WHEREAS, thirty days have elapsed since said tax or taxes have become due, or five days have elapsed since the Commission has terminated the taxpayer's tax year; AND WHEREAS, said person or persons still neglect or refuse to pay the same: You are hereby commanded to levy upon, and sell so much of the goods, chattels, effects, or other property or rights to property, including stocks, securities, and evidences of debt, of the person or persons liable as aforesaid, or on which a lien exists for the tax or taxes, as may be necessary to satisfy the tax or taxes, with such additional amounts, including interest, as shown in the statement below, and also such further sum as shall be sufficient for the fees, costs, and expenses of the levy; but if sufficient goods, chattels, or effects are not found, then you are hereby commanded to seize and sell in the manner prescribed by law so much of the real estate of said person or persons, or on which a lien exists for the tax or taxes, as may be necessary for the purpose aforesaid. You will do all things necessary to be done in the premises and strictly comply with all requirements of law, and for so doing this shall be your warrant, of which make due return to the State Tax Commission at this office on or before the sixtieth day after the execution hereof.

Tax $ 130.43

Collection Charge $

Penalty $

Interest $ .57 *Total charge, penalty and interest* $ .57

Total tax, charge, penalty and interest $ 131.00

Amount of additional interest due on tax from date of issuance

(Collect ½ of 1% per month or fraction of a month from 9-30-60*)*

Sheriff's mileage and fees

Total to collect $

Done at Salem, Oregon, this 16th *day of* September*, 19*60*, by direction of the*

STATE TAX COMMISSION

By H. E. Harris
Supervisor of Collections

(SEAL)

hm

STATE OF OREGON,
County of Marion } *ss.*

I hereby certify that I have compared the within warrant and writ of execution for collection of .... taxes with the original warrant and writ of execution for collection of $131.00 *taxes, as received by me from the State Tax Commission, and that the same is a true and correct copy of said original and of the whole thereof.*

A. F. Friesen agent
Sheriff of Stat Tax Comr *County, Oregon*

By ....
Deputy

LAW

If any tax imposed upon or measured by net income or any portion of such tax is not paid within 30 days after it becomes due (or within five days, in the case of the termination of the tax year by the commission under the provisions of ORS 314.440) and no provision is made to secure the payment thereof by bond, deposit or otherwise, pursuant to regulations promulgated by the commission, the commission shall:

(a) Assess a collection charge of $5 if the sum of the tax, penalty and interest then due exceeds $10.

(b) Issue a warrant under its hand and official seal directed to the sheriff of any county of the state commanding him to levy upon and sell the real and personal property of the taxpayer found within his county, for the payment of the amount of the tax, with the added penalties, interest, collection charge and the sheriff's cost of executing the warrant, and to return such warrant to the commission and pay to it the money collected by virtue thereof by a time to be therein specified, not less than 60 days from the date of the warrant. The sheriff shall, within five days after the receipt of the warrant, file with the clerk of his county a copy thereof, and thereupon the clerk shall enter in the judgment docket, in the column for judgment debtors, the name of the taxpayer mentioned in the warrant, and in appropriate columns the amount of the tax or portion thereof and penalties for which the warrant is issued and the date when such copy is filed. Thereupon the amount of the warrant so docketed shall become a lien upon the title to and interest in property of the taxpayer against whom it is issued in the same manner as a judgment duly docketed in the office of such clerk. The sheriff thereupon shall proceed upon the same in all respects, with like effect and in the same manner prescribed by law in respect to executions issued against property upon judgment of a court of record, and shall be entitled to the same fees for his services in executing the warrant, to be added to and collected as a part of the warrant liability. In the discretion of the commission a warrant of like terms, force and effect may be issued and directed to any agent authorized to collect income taxes, and in the execution thereof the agent shall have all the powers conferred by law upon the sheriffs, but is entitled to no fee or compensation in excess of actual expenses paid in the performance of such duty. If a warrant is returned not satisfied in full, the commission shall have the same remedies to enforce the claim for taxes against the taxpayer as if the people of the state had recovered judgment against the taxpayer for the amount of the tax, and shall balance his assessment record by transferring the unpaid deficiency to his delinquent record.

SHERIFF'S RETURN
on Warrant and Writ of Execution

Notice of sale: ....
(Dates)

By publication in ....
(Newspaper, town)

....
(County, state)

By posting notice at following places ....
....
....

Amount received from sale . . $....................

Cost of levy and sale . . . $....................

Net proceeds . . . . . . $....................

STATE OF OREGON
County of .... } ss.

To the State Tax Commission, Salem, Oregon:

I, ..., Sheriff of .... County,

do hereby certify that I received the within Warrant and Writ of Execution on the .... day of

...., 19......., and ....

....
(Action taken, property levied upon, etc.)

....

....

Done at ...., ... County, this ....

day of ...., 19.......

...., Sheriff

By .... Deputy

Form 337 (Rev. 7-50)

OREGON STATE TAX COMMIS
Salem, Oregon

"ALIAS"

WARRANT
and Writ of Execution

No. 765523

Date of Assessment 4-1-60

Code DW 58

Dist. 1 Aud.

ACCOUNT No.	DATE	CHARGE	CREDIT	UNPAID BALANCE
WH 61375	7-31-58		2.70	2.70
	10-30-58	260.00		257.30
3rd and 4th	4-30-60	(P&I) 36.10		293.40
Quarters	1-30-59	465.90		759.30
Withholding	4-30-60	(P&I) 106.52		865.82
Tax 1958	5-13-60	12.26		878.08
	4-15-60		147.00	731.08

Thomas M., John A. and Clifford W. Tuss, dba
Tuss Brothers
Route 1, Box 477
Woodburn, Oregon

542-26-1470
542-22-8592
540-30-6169

To A. C. Friesen, Agent ~~Sheriff,~~ Marion County, Oregon:

WHEREAS, in pursuance of the provisions of the Acts of the Legislature and the people of the State of Oregon relating to excise and/or income taxes the above-named person or persons is or are liable to pay the tax or taxes assessed against him, or them, in the amount or amounts named hereinbelow, together with penalties and interest prescribed by law for failure to pay said tax or taxes when the same became due; AND WHEREAS, thirty days have elapsed since said tax or taxes have become due, or five days have elapsed since the Commission has terminated the taxpayer's tax year; AND WHEREAS, said person or persons still neglect or refuse to pay the same: You are hereby commanded to levy upon, and sell so much of the goods, chattels, effects, or other property or rights to property, including stocks, securities, and evidences of debt, of the person or persons liable as aforesaid, or on which a lien exists for the tax or taxes, as may be necessary to satisfy the tax or taxes, with such additional amounts, including interest, as shown in the statement below, and also such further sum as shall be sufficient for the fees, costs, and expenses of the levy; but if sufficient goods, chattels, or effects are not found, then you are hereby commanded to seize and sell in the manner prescribed by law so much of the real estate of said person or persons, or on which a lien exists for the tax or taxes, as may be necessary for the purpose aforesaid. You will do all things necessary to be done in the premises and strictly comply with all requirements of law, and for so doing this shall be your warrant, of which make due return to the State Tax Commission at this office on or before the sixtieth day after the execution hereof.

Tax $ 731.08

Collection Charge $

Penalty $

Interest $ 10.89 *Total charge, penalty and interest* $ 10.89

Total tax, charge, penalty and interest $ 741.97

Amount of additional interest due on tax from date of issuance

(Collect ½ of 1% per month or fraction of a month from 9-30-60*)*

Sheriff's mileage and fees

Total to collect $

Done at Salem, Oregon, this 16th *day of* September, *19*60, *by direction of the*

STATE TAX COMMISSION

By H. E. Harris
Supervisor of Collections

(SEAL)

hm

STATE OF OREGON,
County of Marion } *ss.*

I hereby certify that I have compared the within warrant and writ of execution for collection of .... taxes with the original warrant and writ of execution for collection of $741.97 *taxes, as received by me from the State Tax Commission, and that the same is a true and correct copy of said original and of the whole thereof.*

agent

Sheriff of State Tax Commission *County, Oregon*

By ....
Deputy

LAW

If any tax imposed upon or measured by net income or any portion of such tax is not paid within 30 days after it becomes due (or within five days, in the case of the termination of the tax year by the commission under the provisions of ORS 314.440) and no provision is made to secure the payment thereof by bond, deposit or otherwise, pursuant to regulations promulgated by the commission, the commission shall:

(a) Assess a collection charge of $5 if the sum of the tax, penalty and interest then due exceeds $10.

(b) Issue a warrant under its hand and official seal directed to the sheriff of any county of the state commanding him to levy upon and sell the real and personal property of the taxpayer found within his county, for the payment of the amount of the tax, with the added penalties, interest, collection charge and the sheriff's cost of executing the warrant, and to return such warrant to the commission and pay to it the money collected by virtue thereof by a time to be therein specified, not less than 60 days from the date of the warrant. The sheriff shall, within five days after the receipt of the warrant, file with the clerk of his county a copy thereof, and thereupon the clerk shall enter in the judgment docket, in the column for judgment debtors, the name of the taxpayer mentioned in the warrant, and in appropriate columns the amount of the tax or portion thereof and penalties for which the warrant is issued and the date when such copy is filed. Thereupon the amount of the warrant so docketed shall become a lien upon the title to and interest in property of the taxpayer against whom it is issued in the same manner as a judgment duly docketed in the office of such clerk. The sheriff thereupon shall proceed upon the same in all respects, with like effect and in the same manner prescribed by law in respect to executions issued against property upon judgment of a court of record, and shall be entitled to the same fees for his services in executing the warrant, to be added to and collected as a part of the warrant liability. In the discretion of the commission a warrant of like terms, force and effect may be issued and directed to any agent authorized to collect income taxes, and in the execution thereof the agent shall have all the powers conferred by law upon the sheriffs, but is entitled to no fee or compensation in excess of actual expenses paid in the performance of such duty. If a warrant is returned not satisfied in full, the commission shall have the same remedies to enforce the claim for taxes against the taxpayer as if the people of the state had recovered judgment against the taxpayer for the amount of the tax, and shall balance his assessment record by transferring the unpaid deficiency to his delinquent record.

SHERIFF'S RETURN
on Warrant and Writ of Execution

Notice of sale: ....
(Dates)

By publication in ....
(Newspaper, town)

....
(County, state)

By posting notice at following places ....

Amount received from sale . . $..................

Cost of levy and sale . . . $..................

Net proceeds . . . . . $..................

STATE OF OREGON
County of .... } ss.

To the State Tax Commission, Salem, Oregon:

I, ..., Sheriff of .... County,

do hereby certify that I received the within Warrant and Writ of Execution on the .... day of ...., 19......, and ....

....
(Action taken, property levied upon, etc.)

Done at ...., ... County, this .... day of ...., 19.......

.... Sheriff

RECEIVED
SEP [illegible] 1960
FOR FILING

SALEM OFFICE:
STATE OFFICE BUILDING
SALEM, OREGON

OREGON STATE TAX COMMISSION
INCOME DIVISION
SALEM

PORTLAND OFFICE:
1400 S. W. 5TH AVE.
PORTLAND 1, OREGON

E7-184 (4)

5214

September 15, 1960

Floyd Query, Secretary
State Highway Department
State Highway Building
Salem, Oregon

Re: Tuss Brothers
DW 757416 - 1957
DW 755870 - 1958
DW 765523 - 1958

Dear Mr. Query:

A copy of the letter dated September 7, 1960, directed to you by John S. Hopkins, Portland Claim Division of Maryland Casualty Company, indicated that we do not have a valid claim under Contract 5214 awarded to Tuss Brothers and the State Highway Commission. Mr. Hopkins has reported that all valid withholding tax sums have been paid under Contract 5214.

Our records indicate that warrant DW 757416 was for the second quarter of 1957 and since the Contract 5214 was awarded June 19, 1958, obviously the withholding taxes due for 1957 could not be under that number. However, distraint warrants DW 755870 and DW 765523 represent taxes due for the third and fourth quarters of 1958 which would be due under Contract 5214 since it was awarded June 19, 1958.

A copy of this letter is being sent to Mr. Hopkins so he can further investigate the payment of withholding taxes.

The balance due on withholding taxes for the third and fourth quarters of 1958 is $40.22 on DW 755870 and $731.08 on DW 765523.

Sincerely yours,

STATE TAX COMMISSION

H. E. Harris
H. E. Harris
Supervisor of Collections

NOTED ON CARD
de

HEH:aos
District #1

cc John S. Hopkins
Portland Claim Division
Maryland Casualty Company
Equitable Building
Portland, Oregon

RECEIVED
SEP 16 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP [illegible] 1960
FOR FILING

MILL SUPPLY CORP.
370 CHURCH STREET S.E. • SALEM, OREGON
PHONES: EMpire 2-6989 AND EMpire 4-1471
POWER
TRANSMISSION
EQUIPMENT

L7-194

(4)

CARL G. STEELHAMMER
MANAGER

5214

September 9, 1960

Mr. John S. Hopkins, Manager
Maryland Casualty Company
Equitable Building
Portland, Oregon

Re: Your File: 1-59 Cont.

Dear Sir:

We are in receipt of a copy of your letter of 9/7/60 to Mr. Floyd Query, Secretary Oregon State Highway Commission in which you state that there is no evidence of this claim for labor or materials supplied on the job under Contract #5214.

We beg to differ with you, as we have proof that the material was picked up at our shop and taken directly to the job site. As this is the first and only job this Company has done for the Highway it would have been impossible for them to undertake the job without this merchandise.

Sincerely,

MILL SUPPLY CORPORATION

Carl Steelhammer

Carl Steelhammer

CS:pn
cc: Mr. Floyd Query

RECEIVED
SEP 12 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP [illegible] 19[illegible]
FOR FILING
DF-184 (a)

5214

MARYLAND CASUALTY COMPANY

WILLIAM T. HARPER, CHAIRMAN OF THE BOARD AND PRESIDENT

PORTLAND CLAIM DIVISION

JOHN S. HOPKINS, MANAGER
Equitable Building — PORTLAND 4, OREGON

September 7, 1960

Floyd Query, Secretary
Oregon State Highway Comm.
Salem, Oregon

Re: Obligee : State of Oregon
Principal : Tuss Brothers
File : 1-59 Cont.

Dear Mr. Query:

This will acknowledge receipt of your letter of August 19, 1960 wherein you advised of the claim filed by Oregon State Tax Commision against Tuss Brothers on Contract No. 5214.

The records of this Contract No. 5214 indicate that all valid witholding tax sums due have been paid. The reasons why the State Tax Commision now sees fit to file for additional sums against this contract are unknown. Perhaps there is some confusion relative to other jobs this contractor may have been involved with.

The investigation conducted thus far does not indicate this as a valid claim under Contract 5214.

Yours very truly,

John S. Hopkins
JOHN S. HOPKINS, MANAGER
Portland Claim Division

cc: State Tax Comm.
cc: Tuss Brothers
cc: Robert DeArmond
cc: Claim Division-Surety Dept.

[illegible]
9/8/60
[illegible]

RECEIVED
SEP - 1960
FOR FILING
DF-184 (4)
5214

MARYLAND CASUALTY COMPANY

WILLIAM T. HARPER, CHAIRMAN OF THE BOARD AND PRESIDENT

PORTLAND CLAIM DIVISION

JOHN S. HOPKINS, MANAGER
Equitable Building PORTLAND 4, OREGON

September 7, 1960

Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Obligee : State of Oregon
Principal : Tuss Brothers
File : 1-59 Cont.

Dear Mr. Query:

This will acknowledge receipt of your letter of August 12, 1960 concerning the claim of Mill Supply Corporation against Tuss Brothers under State Highway Contract 5214.

There hasn't been either any previous evidence or notice of this claim submitted by the creditor and certainly no evidence that this claim is for either labor or materials supplied on the job under Contract 5214.

The investigation conducted thus far does not indicate this as a valid claim under Contract 5214.

Yours very truly,

John S Hopkins
JOHN S. HOPKINS, MANAGER
Portland Claim Division

cc: Mill Supply Corporation
cc: Tuss Brothers
cc: Robert DeArmond, Atty.
cc: Claim Division-Surety Dept.

[illegible] on card
9/8/60
[illegible]

RECEIVED
SEP 8 - 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 24 1960
FOR FILING

DF 114 (4)

5214

August 23, 1960

Maryland Casualty Company
940 Equitable Building
Portland 4, Oregon

Attention: John S. Hopkins

Dear Sir:

Attached is a copy of a claim which has been filed with the Secretary of State by Mill Supply Company, 570 Church Street, S. E., Salem, against Tuss Brothers Construction Company on our Contract No. 5214, for work on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction of the Willamette Highway, in Klamath County. This claim is for materials furnished in the amount of $741.

This information is furnished as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rv

Att.

cc: Commissioners - 3
W. C. Williams
Forrest Cooper
Commercial Insurance Agency, 348 N. Commercial, Salem, Oregon
Tuss Bros. Const., Rt. 1, Box 477, Woodburn, Oregon

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

August 15, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Mill Supply Co., 370 Church Street S. E., Salem, Oregon and filed as of this date, a notice of claim by same for material sold in the amount of $721.00 against the bond taken from Tuss Brothers Construction, principal and Maryland Casualty Company, through Commercial Insurance Agency, 328 North Commercial Street, Salem, Oregon for the work concerning the grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction, Section of the Willamette Highway in Klamath County. State Highway Contract No. 5214.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

done
8-23-60

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens
Public Records Section

GS:FK
Enc.

MILL SUPPLY CORP.
370 CHURCH STREET S.E. • SALEM, OREGON
PHONES: EMpire 3-6789 AND EMpire 4-1471
POWER
TRANSMISSION
EQUIPMENT

CARL G. STEELHAMMER
MANAGER

August 10, 1960

Highway Commission
Salem, Oregon

Notice hereby is given that the undersigned Mill Supply Corporation has a claim for material sold, see attached invoices, in the amount of $721.00 against the bond taken from Tuss Brothers Construction and Maryland Casualty Company, through Commercial Insurance Agency, 328 North Commercial Street, Salem, Oregon for the work concerning the grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County. #5214

MILL SUPPLY CORPORATION

Carl Steelhammer
President

File #3715

FILED
AUG 15 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 11 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 15 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

Mrs Cook
H

RECEIVED
AUG 22 1960
FOR FILING

[illegible] (4)

5214

August 19, 1960

Maryland Casualty Co.
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins
Manager, Claims Division

Gentlemen:

We have received notification, dated August 18, 1960, from the Secretary of State informing us that the claim of the Oregon State Tax Commission for withholding taxes in the sum of $1,789.05 in connection with Tuss Bros. Construction Contract No. 5214 has been filed in his office, his File No. 3713.

A description of this claim was outlined in our letter to you of August 12.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

August 12, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from you and filed as of today, a notice of claim from the Oregon State Tax Commission for withholding taxes in connection with Tuss Brothers Construction Company Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
AUG 19 1960
OREGON
STATE HIGHWAY COMMISSION

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

August 11, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is claim in the amount of $1,789.05 received from the Oregon State Tax Commission for withholding taxes in connection with Tuss Brothers Construction Company Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

File # 3713

FILED
AUG 12 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 12 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

SALEM OFFICE
STATE OFFICE BUILDING
SALEM, OREGON

OREGON STATE TAX COMMISSION
INCOME DIVISION
SALEM

PORTLAND OFFICE
1400 S. W. 5TH AVE
PORTLAND 1, OREGON

August 5, 1960

State Highway Department
Floyd Query, Secretary To Commission
State Highway Building
Salem, Oregon

Re: Tuss Brothers Construction Co.
DW 757416 - 1957
DW 755870 - 1958
DW 765523 - 1958

Dear Mr. Query:

This letter is to constitute a claim against Contract No. 5214 the Tuss Brothers Construction Company has with the State Highway Department.

We have a claim of $1,017.75 for withholding taxes on the second quarter of 1957 - DW 757416. ✓

We have a claim for $40.22 for withholding taxes on the fourth quarter of 1958 - DW 755870. ✓

We have a claim for $731.08 for withholding taxes on the third and fourth quarters of 1958 - DW 765523. ✓

Our warrants are docketed in Marion County against Donald S., Thomas M., John A. and Clifford W. Tuss, doing business as Tuss Brothers Construction Company, Woodburn, Oregon.

It would be appreciated if you will enter this claim as required by law within six months of the completion date or acceptance date which we understand is November 9, 1959.

Sincerely yours,

STATE TAX COMMISSION

H. E. Harris
Supervisor of Collections

File # 3713

FILED
AUG 12 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

HEH:aoe
District #1

cc Howell Appling Jr.
Secretary of State
121 State Capitol
Salem, Oregon

CERTIFIED MAIL

RECEIVED
AUG 10 1960
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 12 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
AUG 15 1960
FOR FILING

A7-184 (4)

5214

August 12, 1960

Maryland Casualty Company
520 Equitable Building
Portland 4, Oregon

Attention: John S. Hopkins, Manager
Portland Claim Division

Gentlemen:

A claim letter dated August 10, with invoices attached, has been received from Mill Supply Corporation, 370 Church Street, S. E., Salem, advising that Tuss Brothers Construction owes them for material in the amount of $721.00. This appears to be in connection with State Highway Contract 5214 for grading and paving on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

This claim has been forwarded to the Secretary of State for filing. For your record we are attaching a copy of the claim and invoices.

This information is provided as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

Att:
CWH:rj

cc: Commercial Insurance Agency, Salem
Tuss Brothers Construction, Woodburn
Commission
W. C. Williams
Forrest Cooper

NOTED ON CARD
dc

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RECEIVED
[illegible] 1960
FOR FILING

A7-184 [illegible]

5214

August 12, 1960

Hon. Howell Appling, Jr.
Secretary of State
121 State Capitol
Salem, Oregon

Attention: George C. Stephens

Dear Sir:

Attached is a claim for filing in the amount of $721.00 received from Mill Supply Corporation, 370 Church Street, S. E., Salem, for materials sold to Tuss Brothers Construction.

Our records show this to be State Highway Contract 5214 for grading and paving on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

Att:
CWH:rj

NOTED ON CARD
lc

RECEIVED
UG 15 1960
FOR FILING

27-184 (4)

5214

August 12, 1960

Mill Supply Corporation
370 Church Street, S. E.
Salem, Oregon

Attention: Carl Steelhammer, President

Gentlemen:

This is to acknowledge receipt of your claim letter of August 10, and attached invoices in the amount of $721.00, for material sold to Tuss Brothers Construction.

From your description this appears to be State Highway Contract 5214 for grading and paving on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

So that there will be no misinterpretation of the law, your claim is being forwarded to the Secretary of State for filing. In the interim this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMMISSION

by:
C. W. Head, Assistant Secretary

CWH:rj

NOTED ON CARD
dc

MILL SUPPLY CORP. 370 CHURCH STREET S.E. • SALEM, OREGON
PHONES: EMpire 2-6989 AND EMpire 4-1471

POWER
TRANSMISSION
EQUIPMENT

CARL G. STEELHAMMER
MANAGER

August 10, 1960

Highway Commission
Salem, Oregon

Notice hereby is given that the undersigned Mill Supply Corporation has a claim for material sold, see attached invoices, in the amount of $721.00 against the bond taken from Tuss Brothers Construction and Maryland Casualty Company, through Commercial Insurance Agency, 328 North Commercial Street, Salem, Oregon for the work concerning the grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County. *5214

MILL SUPPLY CORPORATION

Carl Steelhammer
President

RECEIVED
AUG 11 1960
OREGON
STATE HIGHWAY COMMISSION

Your Friendly Supply House

MILL SUPPLY CORP.

370 CHURCH STREET, S.E. • SALEM, OREGON • P.O. BOX 548

No. 4682

☎ EM 2-6989
EM 4-1471

DATE 9/2/58

P. O. #

SOLD TO Truss Brothers Construction

ADDRESS Route 1 Box 477

CITY Woodburn, Oregon

SHIP TO

VIA

TERMS:

PIECES	DESCRIPTION	AMOUNT	
2	only 14 x 26 solid steel Conveyor Pulleys L1B		
	66.00 Less 9%	120	12
2	only 16 x 26 Solid Steel Conveyor Pulley L1B		
	72.00 Less 9%	131	04
8	only 2517 Bushings 2 7/16 Bore	Ea. W.O.	46 81
2	only 2 7/16" Shafts 40 3/4" long	36	91
2	only 2 7/16" Shafts 38" long	34	42
1	only 2 7/16" Shafts 34 1/2" long	15	63
1	only 2 7/16" Shaft 37 3/4" long	17	10
	TOTAL ⟶	355	22

TRY MILL SUPPLY FIRST

Your Friendly Supply House

MILL SUPPLY CORP.

370 CHURCH STREET, S.E. • SALEM, OREGON • P.O. BOX 548

No. 4680

☎ EM 2-6989
EM 4-1471

DATE 9/2/58

P.O. #

SOLD TO Fuss Brothers Construction

ADDRESS Route 2 Box 477

CITY Woodburn, Oregon

SHIP TO

VIA

TERMS:

	PIECES	DESCRIPTION	AMOUNT	
	410	pcs only 9/16-6d 35 W. Formset		
		Purple L.L. W.R.C.		
		.317 Less 20%	103	98
		2 only 2 7/16 S.C. take up units		
		24.10 Less 29%	34	22
		2 only 9" screws for same		
		3.90 Less 21%	6	16
		2 only pins for above		
		.50 Less 21%		79
		2 only Capitons for above		
		4.70 Less 21%	7	43
		TOTAL ⟶	152	58

TRY MILL SUPPLY FIRST

Your Friendly Supply House

MILL SUPPLY CORP.

370 CHURCH STREET, S.E. • SALEM, OREGON • P.O. BOX 548

No. 4681

☎ EM 2-6989
EM 4-1471

DATE 9/2/58

P. O. #

SOLD TO Tiesa Brothers Construction

ADDRESS Route 1 Box 477

CITY Woodburn, Oregon

SHIP TO

VIA

TERMS:

	PIECES	DESCRIPTION	AMOUNT	
	4	only 2 7/16 S.C. take up units		
		24.10 Less 29%	68	44
	4	only 9" take up screws		
		3.90 Less 21%	12	32
	4	only capstans for above		
		4.70 Less 21%	14	85
	4	only pins for same		
		.50 Less 21%	1	58
	6	only 2 7/16" S.C. Pillow Blocks		
		20.40 Less 29%	86	90
	8	only 2517 Bushings 2 7/16 Bore		
		3.50 Less 20%	22	40
	11	lbs only 1/2" manila Rope		
		.61 lb	6	71
		TOTAL ⟶	213	20

TRY MILL SUPPLY FIRST

6

RECEIVED
AUG 15 1960
FOR FILING

2 F-184 (4)

5214

August 11, 1960

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

#5214

Attention: Mr. John S. Hopkins, Manager
Claim Division

Gentlemen:

A claim letter, dated August 5, 1960, has been received from the Oregon State Tax Commission advising that Tuss Brothers Construction Co. owes them $1,789.05 for withholding taxes, broken down as follows:

Second quarter of 1957 - $1,017.75 - DW 757416
Fourth quarter of 1958 - 40.22 - DW 755870
Third and 4th quarters of 1958 - $731.08 - DW 765523.

This appears to be in connection with State Highway Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct. - The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

This claim has been forwarded to the Secretary of State for filing. Attached is a copy of the claim.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

Tuss Brothers Construction
Route 1, Box 477
Woodburn, Oregon

NOTED ON CARD

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RECEIVED
AUG 15 1960
FOR FILING
A7-184(4)
5214

13

August 11, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is claim in the amount of $1,789.05 received from the Oregon State Tax Commission for withholding taxes in connection with Tuss Brothers Construction Company Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD.
dc

B

RECEIVED
AUG 15 1960
FOR FILING

P. 7-184 [illegible]

5214

August 11, 1960

Oregon State Tax Commission
State Office Building
Salem, Oregon

Attention: Mr. H. E. Harris
Supervisor of Collections

Gentlemen:

This is to acknowledge receipt of your claim of August 5, 1960, in the amount of $1,789.05 for withholding taxes against Tuss Brothers Construction Company in connection with State Highway Contract No. 5214. This claim which you are filing is broken down into three parts as follows:

Second Quarter of 1957 - $1,017.75 - DW 757416
Fourth Quarter of 1958 - $ 40.22 - DW 755870
Third & Fourth Quarters of 1958 - $731.08 - DW 865523.

So that there will be no misinterpretation of the law, we are forwarding this claim to the Secretary of State for filing.

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

NOTED ON CARD
lc

SALEM OFFICE:
STATE OFFICE BUILDING
SALEM, OREGON

OREGON STATE TAX COMMISSION
INCOME DIVISION
SALEM

PORTLAND OFFICE:
1400 S. W. 5TH AVE.
PORTLAND 1, OREGON

August 5, 1960

State Highway Department
Floyd Query, Secretary To Commission
State Highway Building
Salem, Oregon

Re: Tuss Brothers Construction Co.
DW 757416 - 1957
DW 755870 - 1958
DW 765523 - 1958

Dear Mr. Query:

This letter is to constitute a claim against Contract No. 5214 the Tuss Brothers Construction Company has with the State Highway Department.

We have a claim of $1,017.75 for withholding taxes on the second quarter of 1957 - DW 757416.

We have a claim for $40.22 for withholding taxes on the fourth quarter of 1958 - DW 755870.

We have a claim for $731.08 for withholding taxes on the third and fourth quarters of 1958 - DW 765523.

Our warrants are docketed in Marion County against Donald S., Thomas M., John A. and Clifford W. Tuss, doing business as Tuss Brothers Construction Company, Woodburn, Oregon.

It would be appreciated if you will enter this claim as required by law within six months of the completion date or acceptance date which we understand is November 9, 1959.

Sincerely yours,

STATE TAX COMMISSION

H. E. Harris
Supervisor of Collections

HEH:ace
District #1

cc Howell Appling Jr.
Secretary of State
121 State Capitol
Salem, Oregon

CERTIFIED MAIL

RECEIVED
AUG 10 1960
OREGON
STATE HIGHWAY COMMISSION

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FOR FILING
[illegible]

August 4, 1960

Mill Supply Corporation
P. O. Box 548
Salem, Oregon

Attention: Carl Steelhammer

Gentlemen:

As a follow-up to our telephone conversation of this morning there are attached excerpts from the Oregon laws concerning the filing of claims against State Highway contracts.

The contract we discussed bears our number 5214 and was awarded to Tuss Brothers Construction for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County. The contract was completed November 9, 1959 and was accepted by the Highway Commission on March 10, 1960. Maryland Casualty Company, through Commercial Insurance Agency, 328 North Commercial Street, Salem, furnished the performance bond for this contract. The bond is provided to assure completion of the contract and payment of bills incurred in it.

Claims should be filed with the Secretary of State within six months after the contract has been accepted by the Highway Commission.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FQ:rj
Att:

NOTED ON CARD
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RECEIVED
FOR FILING
RECEIVED
NOTED
W. C. WILLIAMS

A

April 25, 1960

Middle Unit, Crescent Lake
Jct.-The Dalles-Calif.Jct.
Contract No. 5214

FINAL COST ANALYSIS
Grading and Paving
Contractor: Tuss Bros.,
Resident Engineer: A.A. Fossen

Willamette Highway
Prefix 18-1080

5214

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing & Grubbing	100%	All	13,300.00		6,000.00	13,300.00
*Drainage Excav., Uncl.	115.55	Cu.Yd.	3.00	1.31	151.47	346.65
*General Excav., Uncl.	65,094.7	Cu.Yd.	0.34	0.59	38,448.78	22,132.20
*Short Overhaul	171,284	Yd.Sta.	0.01	0.017	2,976.82	1,712.84
*Long Overhaul	2,381.9	C-Yd.Sta.	0.40	0.69	1,654.27	952.76
*Finish R.B. & Slopes	3.28	Mile	500.00	484.48	1,589.10	1,640.00
*Rounding Cutbanks	7,587	Lin.Ft.	0.20	0.19	1,460.12	1,517.40
*12" Concrete Pipe	255	Lin.Ft.	2.20	1.78	453.57	561.00
*18" Concrete Pipe	147	Lin.Ft.	4.00	3.56	524.69	588.00
*24" Concrete Pipe	96	Lin.Ft.	6.00	5.60	537.14	576.00
*30" Concrete Pipe	36	Lin.Ft.	8.00	6.99	251.60	288.00
Metal Guard Rail	2,184.167	Lin.Ft.	3.75	2.74	5,982.55	8,190.63
Metal Sight Posts, Dbl.Refl.	90	Each	3.90	3.26	293.69	351.00
Coarse Cr.Mat'l in Base	37,770.375	Ton	1.78	2.62	98,966.39	67,231.27
3/4"-0 Mat'l in Base	13,645.385	Ton	1.80	2.66	36,296.72	24,561.69
Sprinkling	2,443.5	M-Gal	2.00	2.23	5,439.66	4,887.00
***Preparation of Base	3.28	Mile	250.00	211.15	692.60	820.00
**3/4"-0 Mat'l in Binder Crse.	916.57	Ton	3.65	4.02	3,686.38	3,345.48
***RC-3 Asphalt	80	Ton	49.00	39.03	3,122.48	3,920.00
***Asphaltic Concrete Mix	10,317.77	Ton	4.75	5.76	59,459.76	49,009.41
***85-100 Asphalt in Mix	593.22	Ton	37.50	32.51	19,285.23	22,245.75
**PA#1 200-300 Asphalt	50.99	Ton	47.00	37.67	1,920.90	2,396.53
***PA#1 RSK Asphalt	17.87	Ton	55.00	45.98	821.74	982.85

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
**PA#2 Furnish & Place Aggr.	792	Cu. Yd.	3.88	5.61	4,443.09	3,072.96
Force Account (Flagging)					3,979.42	4,080.88
Dedictions:						
Liquidated Damages						-8,000.00
Signing Mat'l furnished Contr. on S.D. Invoice #57082						-72.80
					$298,438.17	$230,637.50

Tuss Bros.
* C.R. O'Neil
** Tuss Bros., and Central Paving Co.
*** Central Paving Co.

	Gross Revenue	Total Cost	Profit	Loss	% Profit	% Loss
Tuss Bros.	$111,607.41	$179,087.39		$67,479.98		59.5
C.R. O'Neil	45,714.60	56,189.92		10,475.32		22.91
Central Paving	73,315.49	63,160.86	10,154.63		13.85	
	$230,637.50	$298,438.17		$67,800.67		29.3%

CRUSHING BREAKDOWN - Contract No. 5214

	Quantity	Unit	Amount	Unit Costs
Move In and Set Up	62,848.88	Ton	13,875.90	0.221
Drill and Shoot	62,848.88	Ton	23,693.95	0.377
Feed Crusher	62,848.88	Ton	35,688.26	0.568
Crushing	62,848.88	Ton	47,304.44	0.752
				$1.918

$1.98 represents the average cost of Crushed Material in bunker.

DETAIL OF COSTS - Contract No. 5214

Tuss Bros.

Labor:		
Labor	$ 58,080.84	
Labor Insurance	5,603.83	
Health and Welfare	462.25	$ 64,146.92
Materials:		
Guard Rail	3,503.00	
Sight Posts	121.50	
Paint	280.00	
Reflectors	75.60	3,980.10
Equipment Rental & Miscellaneous Supplies:		
Equipment Rental, Owned	25,115.08	
Equipment Rental, Hired	62,437.73	
Gas, Oil and Grease	11,864.56	
Explosives	3,446.56	
Bond	1,345.00	
P.L. and P.D. Insurance	3,086.48	
P.U.C.	833.69	
Small Tools and Misc. Supplies	1,441.82	
Home Office and General Overhead	1,389.45	110,960.37
TOTAL COST		$ 179,087.39

DETAIL OF COSTS - Contract No. 5214

C.R. O'Neil

Labor:			
Labor		$ 20,756.46	
Labor Insurance		1,365.86	
Health and Welfare		553.43	$ 22,675.75
Materials:			
12" Concrete Pipe	255 Lin. Ft. @ $1.22	311.10	
18" Concrete Pipe	147 Lin. Ft. @ $2.40	352.80	
24" Concrete Pipe	96 Lin. Ft. @ $3.63	348.48	
30" Concrete Pipe	36 Lin. Ft. @ $4.90	176.92	1,189.30
Equipment Rental and Miscellaneous Supplies:			
Equipment Rental, Owned		17,581.56	
Equipment Rental, Hired		4,187.67	
Gas, Oil and Grease		2,338.81	
Explosives		503.82	
P.U.C.		262.63	
Bond		341.17	
Small Tools and Misc. supplies		351.63	
Home Office and General Overhead		622.96	26,190.25
Subcontractor:			
Murray Bros. (Clearing)		6,134.62	6,134.62
	TOTAL COST		$ 56,189.92

DETAIL OF COSTS - Contract No. 5214

Central Paving Company

Labor:				
Labor			$ 14, 276. 45	
Labor Insurance including Health and Welfare			1, 893. 43	$ 16, 169. 88
Materials:				
RC-3 Asphalt	80 Ton	@ $27.75	2, 220. 00	
200-300 Asphalt	50.99 Ton	@ $24.00	1, 223. 76	
85-100 Asphalt	593. 22 Ton	@ $24.00	14, 237. 28	
RSK Asphalt	17. 87 Ton	@ $27.00	486. 06	
Freight on all Asphalt			5, 687. 00	23, 854. 10
Equipment Rental & Miscellaneous Supplies:				
Equipment Rental, Owned			7, 724. 39	
Equipment Rental, Hired			4, 934. 75	
Gas, Oil and Grease			2, 242. 80	
Fuel and Power			3, 339. 00	
Freight and Cartage			3, 389. 00	
P. L. and P. D. Insurance			183. 83	
Bond			455. 00	
Small Tools and Misc. Supplies			154. 29	
Home Office and General Overhead			713. 82	22, 953. 05
		TOTAL COST		$ 63, 160. 86

Remarks - Contract No. 5214

This was a "Federal Aid Primary Project" calling for the construction of 3.28 miles of main highway roadbed; 3.28 miles of stone base and shoulders; 3.28 miles of asphaltic concrete and 2,184 linear feet of metal guard rail on the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County. The project was bid May 29, 1958 and awarded June 19th. Work started June 16, 1958 and was completed November 9, 1959.

C.R. O'Neil, being the subcontractor on the clearing and grading items, hired Murray Bros., to do the clearing. They moved in one D-7 and a crew of seven men June 16th and started clearing and burning. Considerable time was lost due to a labor strike which lasted until August 18th, at which time the clearing crew returned and completed the clearing, except for burning, August 27th. The burning was completed September 13th.

The grading got under way September 8th. O'Neil, having his grading equipment tied up on other work, moved in some hired equipment consisting of two T-pulls and one D08 and dozer, one 88-H blade and one D-8 and dozer owned. The contractor had considerable trouble with the excavation due to the large float rock in the loose pumice and a foreman inexperienced in handling this type of material. After the contractor realized the trouble, more and better equipment was brought in plus a superintendent to oversee the work. Solid rock was encountered in one cut and the contractor had to hire additional shovels and trucks to remove this material bringing up the cost on excavation and making the contractor show a loss. Grading was completed November 6, 1958.

The prime contractor moved in one D-8 cat with dozer and two men to start clearing and stripping of quarry located on the southerly side of and 0.23 miles distant from highway at M.P. 62.2, which mile point is approximately 13.1 miles westerly of the west end of the project. Crushing equipment, which had been moved to the vicinity of the quarry during week of August 9th, was not moved in and set up until October 15th at which time crushing started at a slow rate as the season was getting late. All material crushed was stockpiled at the plant.

Inclement weather shut the plant down November 14th and the contractor, being afraid of heavy snow, moved his crushing plant out for the winter. This turned out to be a bad move on his part as it was a mild winter and he could have worked and completed his crushing. The contractor started moving equipment back on the project the last of May but did not start the crushing until July 3rd at which time he started hauling material, crushed the fall before, using seven train units for hauling. The crushing was again a slow process due to breakdowns. They did not get all the bugs out until the last of the month and two shifts were run to keep the hauling units going. The crushing of the base rock was completed August 24th and the crusher was then changed over to crushing paving aggregate. As this was crushed it was hauled and stockpiled at M.P. 73.

Remarks Cont'd - Contract No. 5214

The prime contractor shows a heavy loss due to inexperience in crushing and poor management in getting organized to do the work.

Central Paving Company, having the subcontract on Asphaltic concrete, moved in a 3,000 lb. asphalt mixing plant and set up at stockpile site at M.P. 73.0 the last of August, started paving September 14th and was completed October 2nd, followed by the oiling of shoulders.

All work including guard rail and clean up was completed November 9, 1959.

M.N. Juve
Chief Cost Analyst

By

C.E. Layton

RECEIVED
APR - 6 1960
FOR FILING

[illegible]
214

A

April 5, 1960

Maryland Casualty Co.
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins, Manager
Claim Division

Gentlemen:

Attached is a copy of a claim in the amount of $5,046.71 which has been filed with the Secretary of State by Central Paving Company, Independence, for work performed for Tuss Bros. Construction. This appears to be in connection with Tuss Bros. Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CC:
Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

Tuss Bros. Construction
Rt. 1, Box 477
Woodburn, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

April 1, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from George A. Lindahl, Vice-President, Central Paving Company, P. O. Box 38, Independence, Oregon and filed as of this date, a notice of claim by same for work performed by same on State Contract No. 5214 in the sum of $5,046.71, against the bond taken from Central Paving Company, principal and Maryland Casualty Company, Portland, Oregon, surety.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
APR 1 1960
OREGON
STATE HIGHWAY COMMISSION

... CENTRAL PAVING COMPANY

THE ASSOCIATED GENERAL CONTRACTORS OF AMERICA

PLANTS: SALEM • DALLAS • INDEPENDENCE • • • • • MAILING ADDRESS: P. O. BOX [illegible] **INDEPENDENCE, OREGON**

TELEPHONE
SALEM: EMPIRE 3-5468
DALLAS: MAYFAIR 3-4141
INDEPENDENCE: 231

March 31, 1960

Secretary of State
State Capitol Building
Salem, Oregon

Re: State Highway Contract
No. 5214, Middle Unit,
Crescent Lake Jct.
Tuss Bros. & L.A. Warner

Gentlemen:

As a matter of record we wish to file a claim against the bond for work performed by our Company on State Contract No. 5214. According to our records the following is a recap of the balance owing:

Total earned on Contract	$72,892.08
Less amount previously Paid	66,844.78
Balance due on Contract	$ 6,047.30
Less charges made by Tuss Bros.	1,000.59
	$ 5,046.71

A copy of this letter is being forwarded to the Maryland Casualty Company, Equitable Building, Portland, Oregon since they are aware of the balances owing.

Very truly yours,

CENTRAL PAVING CO.

George A. Lindahl

George A. Lindahl
Vice-President

GAL/dp

cc: Maryland Casualty Company, [illegible], Oregon.

File # 3691

FILED
APR 1 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

RECEIVED
Apr 1, [illegible]

RECEIVED
APR - 1 1960
FOR FILING
[illegible]

5214

Salem, Oregon
April 1, 1960

Final Payment - Contract No. 5214

Mr. C. H. Maison

Attention: Mr. John Herr

After further consultation with Mr. Lindas it has been decided to release final payment on Contract 5214, awarded to Tuss Bros., in the same manner in which payments have been forwarded in the past. I believe the check has been made payable to Tuss Bros. and mailed in care of the surety.

Floyd Query
Secretary

FQ:ms
cc: Mr. Lindas

RECEIVED
MAR 30 1960
FOR FILING
5214

March 29, 1960

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: John S. Hopkins, Manager
Portland Claim Division

Gentlemen:

This is in reply to your letter of March 23 concerning a claim against Tuss Brothers in connection with Contract No. 5214 awarded to them by the Highway Commission for work on the Willamette Highway.

As there seems to be some question as to whether the State Industrial Accident Commission claim had been paid, their office was contacted and they furnished us a detailed statement of their charges and payments received from Tuss Brothers in connection with Contract 5214. A copy of the statement is attached and also a copy of their letter dated March 28, 1960. From the information which they have furnished it appears that Tuss Brothers owe the Accident Commission $1,962.09 for payroll contributions, interest, and penalties.

It is hoped that the statement provided by the Accident Commission will assist you in straightening out the status of the Tuss Brothers account with them; however, if there are unsettled points remaining, we suggest that you contact the Accident Commission directly.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Att:

FO:rj

NOTED ON CARD

cc: State Industrial Accident Commission
Attention: B. Rastorfer

Tuss Brothers
Route 1, Box 477, Woodburn, Oregon

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM OREGON

ATTENTION Collections

March 28, 1960

Re: Firm No. 224082
Tuss Brothers Construction

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

On December 30, 1959, the Industrial Accident Commission filed a claim for contributions in the sum of $2,153.98 based on a payroll audit through October 31, 1959, against the bond taken from Maryland Casualty Company because of the failure of Tuss Brothers Construction to pay the contributions due under State Highway Contract number 5214 for grading and paving on the Middle Unit, Crescent Lake Junction, The Dalles-California Junction Section of the Willamette Highway in Klamath County. On February 4, 1960, we filed an amended claim in the amount of $1,962.09 because Mr. Thomas Mathew Tuss came into our office and gave us a check in the amount of $191.89.

In your letter dated June 23, 1958, we were advised that you had awarded State Highway Contract number 5214 to Tuss Brothers Construction; therefore, we have started the itemization with the month of June, 1958, which shows that the company at that point had a credit balance. From that point on, the amount of payroll and contributions by months from July, 1958, through October, 1959, covered work by Tuss Brothers Construction on State Highway Contract number 5214. You will notice that we have listed all payments made by Tuss Brothers Construction during this period including a check in the amount of $2,139.61 which, as you will notice, only partially covered contributions which became due on the contract mentioned. This was explained to Mr. Tuss at the time he presented this check to us in this office as payment on account.

It is hoped that this itemization will assist you in explaining this matter to the bond company and other interested parties. If further information is needed, please let us know.

Very truly yours,

STATE INDUSTRIAL ACCIDENT COMMISSION
H. E. Osborn, Assistant Commissioner

By: B Rastorfer
B. Rastorfer

RECEIVED
MAR 29 1960
OREGON
STATE HIGHWAY COMMISSION

BR:pb
Enc.

FORM 237-REV. 11-57

State of Oregon
Industrial Accident Commission
Fiscal Control Division
Salem, Oregon

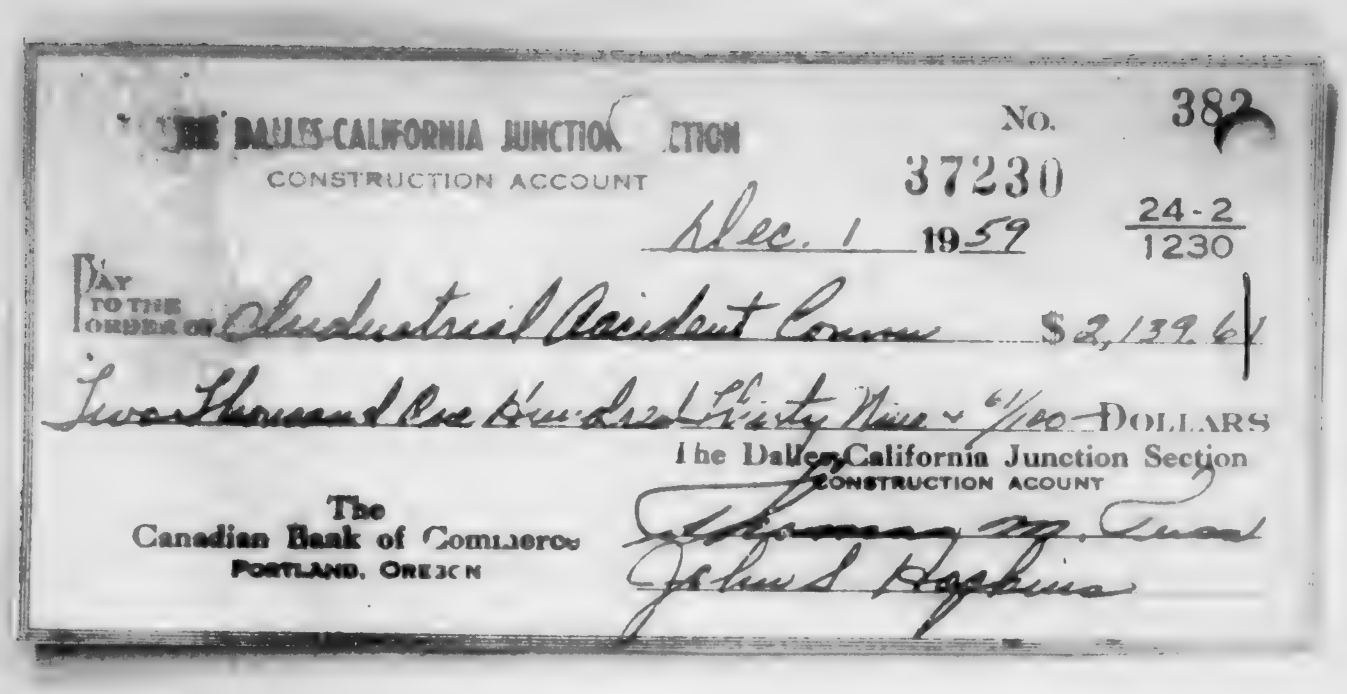
ITEMIZED STATEMENT OF CHARGES AND PAYMENTS

224182
Firm No.

Tuse Brothers Construction
Firm Name

PERIOD COVERED	CLASS OF PAYROLL	CHARGES ASSESSED (COMPARE WITH YOUR REPORTS) BASE RATE	EXP. RATING	AMOUNT OF PAYROLL	EMPLOYER CONTR.	WORKMEN'S CONTR.	INTEREST	PENALTY	COURT COSTS	TOTAL CHARGES	PAYMENTS RECEIVED DATE	AMOUNT
		Credit Balance										16 98
6/58	Road Constr. 5203	3.98	Base	1429 97	28 46	1 02				29 48	8/31/58	51 95
7/58	" " 5203	4.14	"	5763 60	213 [illegible]	3 [illegible]	[illegible]			22[illegible] 05		
8/58	" " 5203	4.14	"	3023 11	125 32	2 53	5 11			132 93		
9/58	" " 5203	4.14	"	3016 90	124 90	2 [illegible]				127 50	[illegible]/58	45 58
10/58	" 5203	4.14	"	7418 41	307 12	5 [illegible]	3 52			32[illegible] 64		
10/58	Quarry 2201	13.35	"	851 11	113 07	76				113 83		
11/58	Road Constr. 5203	4.14	"	4006 61	165 [illegible]	2 84	5 65			1[illegible] 46		
12/58	Quarry 2201	[illegible]	"	3[illegible] 24	39[illegible] [illegible]	2 32				398 56		
		Interest to 2-59					1 05			1 05		
		[illegible]						137 78		137 78		
		Court Cost							1 50	1 50		
		Interest to 12/59					151 65			151 65		
	1959 [illegible]				7 [illegible]		[illegible]			8 25		
		Payment on account									12/31/59	2139 61
7-1-59 12-31-59	no payroll											
1/59	Road Constr. 5203	4.14	Base	56[illegible] [illegible]	232 71	3 62	2 37			238 90	8/4/59	236 54
7-8-59	Equip. Oper. 5204	1.62	"	9[illegible] [illegible]	148 [illegible]	6 84				155 30		
"	Cl. office 7401	.21	"	23 55	[illegible]	[illegible]				20		
"	Quarry 2201	15.26	"	4176 43	657 22	2 [illegible]				6[illegible] 12		
"	Rock Crushing 2301	15.26	"	4325 37	660 [illegible]	3 5[illegible]				663 63		
"	Road Constr. 5203	4.16	"	15951 94	663 73	16 [illegible]	36 [illegible]			716 4[illegible]		
10/59	" " 5203	4.16	"	5008 21	208 34	3 24				211 58		
		Penalty Charge						195 82		195 82		
		Payment on account									1/28/60	191 89
	TOTALS			72,351 29	4133 00	50 90	223 64	333 60	1 50	4647 64		2685 55
										1962 09		

PREPARED BY lwi AS OF RECORD 3-25 1960 AMOUNT DUE CREDIT BALANCE



THE DALLES-CALIFORNIA JUNCTIO CTION
CONSTRUCTION ACCOUNT

No. 382
37230

Dec. 1 1959

24-2
1230

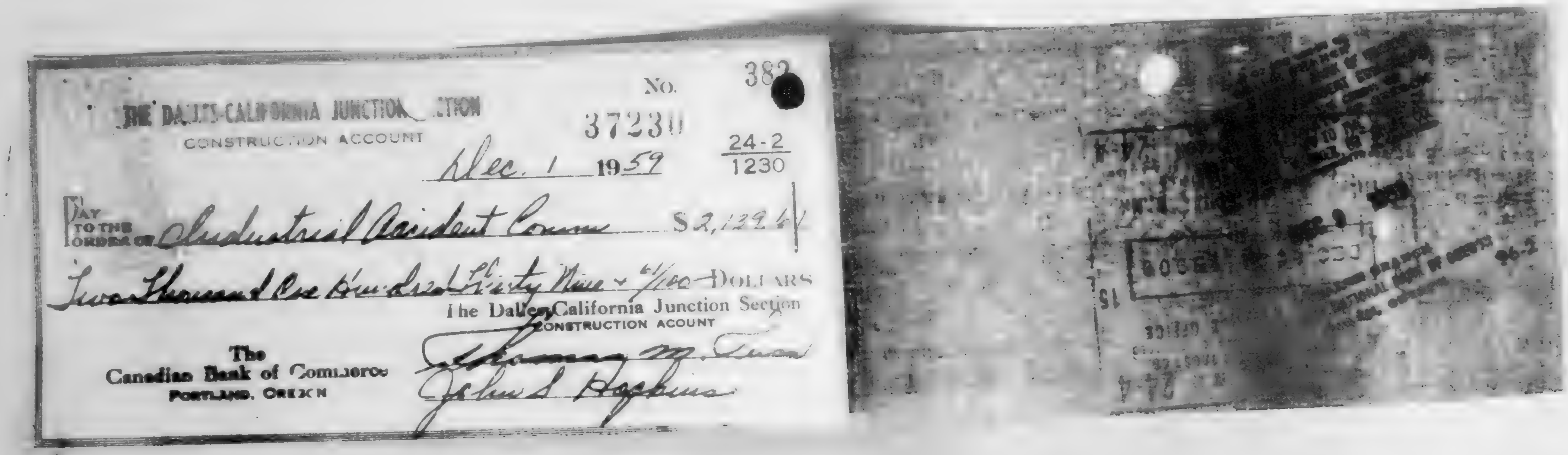
PAY TO THE ORDER OF Industrial Accident Comm $2,139.61

Two Thousand One Hundred Thirty Nine & 61/100 DOLLARS

The Dalles-California Junction Section
CONSTRUCTION ACOUNT

Thomas M. [illegible]
John S. Hopkins

The
Canadian Bank of Commerce
PORTLAND, OREGON



No. 382

THE DALLES-CALIFORNIA JUNCTION SECTION
CONSTRUCTION ACCOUNT

37230

Dec. 1 1959

24-2
1230

PAY TO THE ORDER OF Industrial Accident Comm $2,129.61

Two Thousand One Hundred Twenty Nine + 61/100 DOLLARS

The Dalles-California Junction Section
CONSTRUCTION ACOUNT

Thomas M. [illegible]
John S. Hopkins

The
Canadian Bank of Commerce
PORTLAND, OREGON

15

24-4

96-2

MARYLAND CASUALTY COMPANY

WILLIAM T. HARPER, CHAIRMAN OF THE BOARD AND PRESIDENT

PORTLAND CLAIM DIVISION

JOHN S. HOPKINS, MANAGER
Equitable Building PORTLAND 4, OREGON

March 23, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Obligee: State of Oregon
Principal: Tuss Brothers
Claim No.: 1-59 Cont.
File No.: 59-1

Dear Mr. Query:

This will acknowledge receipt of your letter of March 18, 1960 wherein you advised that, upon advice of your Chief Counsel, you were withholding final payment on this contract until the the status of the claim has been more completely determined.

This is, apparently, one more in a long series of delays and stumbling blocks which have continued to harass this contractor in completing the contract; namely, 5214.

In so far as this office is concerned, and according to the contractors' records, all sums due the Industrial Accident Commission on Contract 5214 have been paid. We have absolute and irrevocable evidence of this fact by cancelled checks showing the payments made. I cannot understand the present atitude of the Commission in attempting to claim something against this bond which is not a lienable item; of course, anything owed by Tuss Brothers to the Commission on any other job is not a valid lienable item against this bond.

As evidence of the payments madeto the Industrial Accident Commission by Tuss Brothers since we entered the picture, we enclose a photostatic copy of check number 382 dated December 1, 1959. Tuss Brothers made to the Industrial Accident Commission an accounting of sums owed through September 30, 1959 on Contract 5214. The amount was $2,139.61. This amount was paid as shown by the enclosed photostatic copy of the check, on or about December 1, 1959. For the remaining work in the fourth quarter of 1959 there was a further sum due in the amount of 191.89. This was likewise paid, and if you will refer to the Commission's letter of February 4, 1960 you will note the comments made on the receipt of the amount. These are the only records produced by Tuss Brothers and provided by them as amounts owed on Contract No. 5214 to the State Industrial Accident Commission.

Needless to say, it is disconcerting to note and to constantly be harassed with the various agencies throwing up barricades which continue to keep this contractor from receiving the final contract price. With this evidence, we trust that you will now find that this account has been paid in full and that the final contract price will be released without further hinderance.

Yours very truly,

John S. Hopkins
JOHN S. HOPKINS
Portland Claim Division

JSH/mv
Encl.

cc: Tuss Brothers
cc: Robert DeArmond-Attorney at Law
cc: H. E. Osborn, Assistant Commissioner
Industrial Accident Commission

RECEIVED
MAR 21 1960
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
MAR 24 1960
FOR FILING

5314

March 24, 1960

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Enclosed herewith are 3 copies of a revised materials report on project DF-184(4) which is contract 5214, the Middle Unit of Crescent Lake Jct.-The Dalles California Highway Jct. Section of the Willamette Highway in Klamath County.

Revised final figures were recently received from the contractor which show the total paid for materials, supplies and labor to be $257,353.00. The contractor was paid a gross of $238,710.30 of which $8,072.80 was due the State for signs and liquidated damages having a net payment to the contractor of $230,637.50. This indicates the contractor sustained a loss of $26,715.50.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RLP:bb

Enc.

A

RECEIVED
MAR 21 1960

FOR FILING

AF-184(4)

5214

March 18, 1960

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: John S. Hopkins, Manager
Portland Claim Division

Gentlemen:

Among the claims which have been filed with us against Contract 5214, awarded to Tuss Brothers Construction, is a claim in the amount of $2,153.98 filed by the State Industrial Accident Commission.

Upon the advice of our Chief Counsel, we are withholding final payment on this contract until the status of the Accident Commission claim has been more completely determined.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FO:rj

cc: Commercial Insurance Agency
328 N. Commercial, Salem, Oregon

L. I. Lindas
C. H. Maison, Attention: John Herr
State Industrial Accident Commission

NOTED ON CARD
lc

RECEIVED
MAR [illegible] 1960
FOR FILING

DF-184(4)

5214

[illegible]

BRUCE MACGREGOR HALL
ATTORNEY AT LAW
EXECUTIVE BUILDING
PORTLAND 4, OREGON
~~XXXXXXXXX~~
CApitol 6-4727

February 26, 1960

COPY

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

RE: M Unit Crescent Lake Junction--The Dalles-California Highway Jct. Sec. Willamette Highway Klamath Contract 5214FAP DF-184(4)

Gentlemen:

I am enclosing a copy of a letter received from the Oregon State Highway Commission regarding the claim of the Oregon Teamster Employers Trust for health and welfare payments in the amount of $653 against Tuss Brothers Construction Company, in which the Highway Department refers to your company and your bond. Since I have already informed you with regard to this claim, but have not heard from you, I will assume that if this letter is not answered within ten days from date, the claim is rejected by your company. I have been unable to serve Mr. Tuss nor collect from him by other means. In addition, my clients have an earlier uncollected judgment against him.

Very truly yours,

BRUCE M. HALL

BMH:jc
Enc.

cc: Auditor
StateHighway Department
Salem, Oregon

A

RECEIVED
FEB 26 1960
FOR FILING
DF-184(4)
5214

February 26, 1960

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John E. Hopkins, Manager
Claim Division

Gentlemen:

We have received a notice from the Department of Employment Commissioner, Salem, dated February 19, 1960, informing us that they release their claim for employment taxes against Tuss Bros. Construction, Woodburn, in the amount of $919.73.

This is in connection with Tuss Bros. Construction Contract No. 5214 with the State Highway Department for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

We provide this information as your company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CC:
Commercial Insurance Agency
328 Commercial North
Salem, Oregon

Tuss Bros. Construction
Rt. 1, Box 477
Woodburn, Oregon

NOTED ON CARD

Commissioners
Mr. W. C. Williams
Mr. Forrest Cooper

CWH:fp

RELEASE OF NOTICE OF CLAIM ON
CONTRACTOR'S BOND

File no. 3674

TO: Howell Appling
Secretary of State
Salem, Oregon

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Department of Employment Commissioner does hereby release its claim for employment taxes for the period from July 1, 1959, through September 30, 1959, on the taxable payroll of Tuss Brothers Construction Company. Said claim being filed upon the 7th day of December, 1959, with the Secretary of State in the sum of $919.73, with interest upon the sum of $901.70 at the rate of one percent per month, interest from December 31, 1959, until paid against the bond taken from the Tuss Brothers Construction Company, a partnership and the Maryland Casualty Company, Surety. Said claim having been for payroll taxes incurred for the work of grading, paving and rock crushing, Middle Unit, Crescent Lake Junction, The Dalles California Junction of the Willamette Highway, consisting of 3.28 miles, all in Klamath County, Oregon, said work being done under Contract No. 5214 for the State Highway Department of Oregon.

DEPARTMENT OF EMPLOYMENT COMMISSIONER

By /s/ D. I. McKennan
Supervisor of Tax Division

Subscribed and sworn to before me this [illegible] day of February, 1960.

/s/ H. J. Schimanek
Notary Public for Oregon

My Commission Expires: July 24, 1961.

RECEIVED
FEB 23 1960

A

RECEIVED
[illegible] 1960
FOR FILING

OF 74(41)

[illegible]

February 25, 1960

Mr. Bruce M. Hall
Attorney at Law
Executive Building
Portland 4, Oregon

Dear Mr. Hall:

Your letter of February 22, 1960, addressed to the Auditor, concerning a claim against Tuss Bros. Construction on Contract No. 5214 has been referred to this office by Mr. C. H. Maison, Auditor.

The claim to which you refer was acknowledged on October 22, 1959, and this claim in the amount of $653 was filed with the Secretary of State on October 22, 1959.

This contract was completed on November 9, 1959, and it is anticipated that it will be accepted by the Commission at its meeting on March 10, 1960. Final payment is scheduled to be made after acceptance by the Commission.

The State does not withhold contract payments to assure the payment of claims unless requested to do so by the surety who furnished the performance bond or upon the advice of our Chief Counsel. Your claim having been filed with the Secretary of State will be protected under the bond for a period longer than six months following acceptance of this contract.

I do not know if Calkins Construction Company was involved in Contract No. 5214, but if they were, it would have been as subcontractor, as Tuss Bros. Construction was the principal contractor and we look to the principal contractor and his bond for the satisfactory completion of the contract and the payment of bills incurred in it.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

FQ:jmc
cc: C. H. Maison (2)

NOTED ON CARD
dc

BRUCE MACGREGOR HALL
ATTORNEY AT LAW
EXECUTIVE BUILDING
PORTLAND 4, OREGON

CAPITOL 6-4727

February 22, 1960

Auditor
State Highway Department
Salem, Oregon

RE: M Unit Crescent Lake Junction--The Dalles-California Highway Jct. Sec. Willamette Highway Klamath County Contract 5214FAP DF-184(4)

Dear Sir:

Last fall I forwarded to you a notice of claim in the amount of $653 against Thomas Tuss, dba Tuss Brothers Construction Company in the above entitled contract. The Tuss Brothers was, according to my understanding, working for Calkins Construction Company, and I had been advised by Assistant Attorney General, a Mr. Weesner that Calkins has been, in part at least, paid off for this job. It was my understanding that when appropriate notice is filed, as was done here, the State will withhold a sufficient fund to assure that the sub-contractor's debts in connection with the job are paid.

I am therefore writing to confirm my understanding, or to request your assistance in further pursuing this matter.

Very truly yours,

BRUCE M. HALL

BMH:jc

Referred to Query
by CH Mason
2-25-60

RECEIVED
FEB 10 1960
FOR FILING

LF 184(-)

5214

February 9, 1960

Maryland Casualty Co.
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins
Manager, Claim Division

Gentlemen:

We have received notification, dated February 8, 1960, from the Secretary of State informing us that the amended claim of the State Industrial Accident Commission, Salem, in the amount of $1,962.09 against Tuss Bros. Construction on our Contract No. 5214 has now been filed in his office, his File No. 3678.

A description of this amended claim was outlined in our letter to you of February 5, 1960.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

fp

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

February 8, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Query:

We have received from you and filed as of this date, a notice of amended claim by State Industrial Accident Commission for Tuss Bros. Construction for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County to be reduced in the amount of $191.89 for a total of $1,962.09 instead of $2,153.98, the original amount.

State Highway Contract No. 5214.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo. Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
FEB 9 1960
OREGON
STATE HIGHWAY COMMISSION

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

February 5, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is an amended claim letter from the State Industrial Accident Commission informing us that Tuss Bros. Const. have made a payment in the amount of $191.89 on their account. This amended claim letter reduces Tuss Bros.' account to the Industrial Accident Commission to $1,962.09.

This is in connection with State Highway Contract No. 5214 with Tuss Bros. Const. for grading and paving the Middle Unit, Crescent Lake Jct. - The Dalles - Calif. Jct. Section of the Willamette Highway in Klamath County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

RECEIVED
FEB 8 - 1960
HOWELL APPLING JR.
SECRETARY [illegible]

RECEIVED
FEB 9 1960
STATE HIGHWAY COMMISSION

STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM OREGON

FORM [illegible]

COPY

Collections

February 4, 1960

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Re: Firm No. 224082, Tuss Brothers Construction

Gentlemen:

The following will amend our claim filed on December 30, 1959:

Pursuant to ORS 279.526 and ORS 279.528, notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $1,962.09, based on a payroll audit through October 31, 1959, against the bond taken from Maryland Casualty Company because of the failure of Tuss Brothers Construction to pay the contributions due under State Highway Contract number 5214 for grading and paving on the Middle Unit, Crescent Lake Junction, The Dalles-California Junction Section of the Willamette Highway in Klamath County.

This amended claim is necessary because Mr. Thomas Mathew Tuss came into our office and presented a check in the amount of $191.89 to apply against his indebtedness, which made it necessary to amend our claim to the amount listed above.

FILED
FEB 8 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

File #3678

Very truly yours,

HEOsborn

H. E. OSBORN
Assistant Commissioner
STATE INDUSTRIAL ACCIDENT COMMISSION

HEO:R:LR

cc.- ✓Secretary of State
Capitol Building
Salem, Oregon

cc.- Maryland Casualty Company
c/o Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

cc.- Tuss Brothers Construction
Route 1, Box 477
Woodburn, Oregon

RECEIVED

RECEIVED
FEB - 8 1960
FOR FILING

[illegible]

5214

February 5, 1960

State Industrial Accident Commission
Public Service Building
Salem, Oregon

Attention: Mr. H. E. Osborn
Asst. Commissioner

Gentlemen:

This is to acknowledge receipt of your letter of Feb. 4 informing us that Mr. Thomas Mathew Tuss presented a check to your department in the amount of $191.89 to apply against the indebtedness of Tuss Bros. Const. in connection with State Highway Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct. - The Dalles-Calif. Jct. Section of the Willamette Highway in Klamath County. This payment reduces your original claim against them to $1,962.09.

So that there will be no misinterpretation of the law, we are forwarding your amended claim letter to the Secretary of State for filing.

In the interim, this information will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

CWH:fp

STATE OF OREGON
STATE INDUSTRIAL ACCIDENT COMMISSION
SALEM

ADDRESS REPLY TO
STATE INDUSTRIAL ACCIDENT COMMISSION
PUBLIC SERVICE BUILDING
SALEM, OREGON

ATTENTION: Collections

February 4, 1960

Oregon State Highway Commission
State Highway Building
Salem, Oregon

Re: Firm No. 224082, Tuss Brothers Construction

Gentlemen:

The following will amend our claim filed on December 30, 1959:

Pursuant to ORS 279.526 and ORS 279.528, notice is hereby given that the undersigned, the State Industrial Accident Commission, has a claim for contributions in the sum of $1,962.08, based on a payroll audit through October 31, 1959, against the bond taken from Maryland Casualty Company because of the failure of Tuss Brothers Construction to pay the contributions due under State Highway Contract number 5214 for grading and paving on the Middle Unit, Crescent Lake Junction, The Dalles-California Junction Section of the Willamette Highway in Klamath County.

This amended claim is necessary because Mr. Thomas Mathew Tuss came into our office and presented a check in the amount of $191.[illegible] to apply against his indebtedness, which made it necessary to amend our claim to the amount listed above.

Very truly yours,

H E Osborn
H. E. OSBORN
Assistant Commissioner
STATE INDUSTRIAL ACCIDENT COMMISSION

HEO:R:LR

cc.- Secretary of State
Capitol Building
Salem, Oregon

cc.- Maryland Casualty Company
c/o Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

cc.- Tuss Brothers Construction
Route 1, Box 477
Woodburn, Oregon

RECEIVED
FEB 5 1960
OREGON
STATE HIGHWAY COMMISSION

A

RECEIVED
FEB - 8 1960
FOR FILING

NF 184(6)

5214

February 5, 1960

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins
Manager, Claim Division

Gentlemen:

A claim letter, dated February 4, has been received from the State Industrial Accident Commission advising that Tuss Brothers Construction have paid $191.89 to them, which reduces their balance to $1,964.69. This is in connection with State Highway Contract No. 5214 with Tuss Brothers Construction for grading and paving the Middle Unit, Crescent Lake Jct. - The Dalles-Calif. Jct. Section of the Willamette Highway in Klamath County.

This amended claim letter has been forwarded to the Secretary of State for filing. Attached is a photocopy of the letter.

This information is provided as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.
CC:
Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

Tuss Brothers Construction
Rt. 1, Box 477
Woodburn, Oregon

NOTED ON CARD
dc

Commissioners
W. C. Williams
Forrest Cooper

CWH:fp

RECEIVED
FEB - 8 1960
FOR FILING

DF 184 (4)

5214

February 5, 1960

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached is an amended claim letter from the State Industrial Accident Commission informing us that Tuss Bros. Const. have made a payment in the amount of $191.89 on their account. This amended claim letter reduces Tuss Bros. account to the Industrial Accident Commission to $1,962.09.

This is in connection with State Highway Contract No. 5214 with Tuss Bros. Const. for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-Calif. Jct. Section of the Willamette Highway in Klamath County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

NOTED ON CARD
Dc

FORM E-123-X 50M

RECEIVED
JAN .. 1960
FOR FILING

95 174 (2)

5214

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
W. C. WILLIAMS

January 19, 1960

Mr. Thomas M. Tuss
Tuss Brothers
Route 1, Box 477
Woodburn, Oregon

Middle Unit, Crescent Lake
Junction - The Dalles-California
Junction Section
Willamette Highway
Contract No. 5214

Dear Sir:

Reference is made to your letter of January 12, 1960, in which you request further consideration of a grant of additional workdays to complete the contract work without assessment of liquidated damages. In this respect, I wish to advise that we have thoroughly considered all reasons set forth by you in your various communications relative to the matter and our views are as set forth in Mr. Cooper's letter of June 15, 1959, in answer to Mr. Geo. F. Douglas, and in Mr. Edwards' letter to you of December 9, 1959. I forward herewith a copy of Mr. Cooper's letter to Mr. Douglas for your information.

Your letter of January 12 does not offer any reasons which have not been previously considered. Therefore, your request must be denied.

Very truly yours,

W. C. Williams
State Highway Engineer

By

L. H. Young
Assistant Construction Engineer

LHY:law

cc: W. C. Williams
Forrest Cooper
Dean Swift
R. L. Porter

RECEIVED

RECEIVED
JAN 14 1960
FOR FILING

January 14, 1960

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins, Manager
Claims Division

Gentlemen:

We have received notification dated January 4, 1960 from the Secretary of State informing us that the claim of the State Industrial Accident Commission has now been filed in his office, his File No. 3678. This claim, in the amount of $2,153.98, is against Tuss Bros. Construction Co. on Contract No. 5214.

A description of this claim was outlined to you in our letter of December 31, 1959.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

enc.
CWH:ms

NOTED ON CARD
dc

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

January 4, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from State Industrial Accident Commission, Salem, Oregon, and filed as of this date, a notice of claim by State Industrial Accident Commission for contributions in the sum of $2,153.98, against the bond taken from Tuss Bros. Construction, principal and The Maryland Casualty Company, surety, for the work on the Middle Unit, Crescent Lake Junction, The Dalles-California Junction Section of the Willamette Highway in Klamath County. State Highway Contract No. 5214.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy for our records.

Please sign and return the carbon copy of this letter.

Our file no. 3678.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens

Public Records Section

RECEIVED
JAN 8 1960
STATE [illegible]

GS:er
Enc.

NOTED
C. W. HEAD

FORM E-123-X

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD

FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

December 31, 1959

Hon. Howell Appling, Jr.
Secretary of State
Salem, Oregon

Attention: Mr. Geo. C. Stephens

Dear Sir:

Attached for filing is a copy of a claim letter, dated December 30, in the amount of $2,153.98, received from the State Industrial Accident Commission for contributions based on a pay roll audit through October 31, 1959, against Tuss Bros. Construction. This appears to be in connection with State Highway Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County.

Please acknowledge receipt of this claim on the enclosed copy of this letter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

Enc.

CWH:fp

File #3678

RECEIVED
JAN 4 - 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

FILED
JAN 4 1960
HOWELL APPLING, JR.
SECRETARY OF STATE

Notice of claim for Tuss
Brothers Construction re-
ceived and filed as of this date,
January 4, 1960 Geo C Stephens

Public Records Section

Our file No. 3678.

RECEIVED
JAN 11 1960
FOR FILING

January 14, 1960

Maryland Casualty Company
Equitable Building
Portland 4, Oregon

Attention: Mr. John S. Hopkins, Manager
Claims Division

Gentlemen:

Attached is a copy of the claim in the amount of $275.90 which has been filed with the Secretary of State by Howser Bros. for rental of equipment furnished to Tuss Bros., Box 477, Woodburn. This appears to be in connection with State Highway Contract No. 5214 for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California Junction Section of the Willamette Highway in Klamath County.

We provide this information as your Company appears as surety on the performance bond furnished with this contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

enc.
CC:
Commercial Insurance Agency
328 N. Commercial
Salem, Oregon

Tuss Bros. Construction
Rte. 1, Box 477
Woodburn, Oregon

Commissioners
W. C. Williams
Forrest Cooper

CWH:ms

NOTED ON CARD

STATE OF OREGON
DEPARTMENT OF STATE
SALEM, OREGON

HOWELL APPLING, JR.
SECRETARY OF STATE

January 12, 1960

Mr. Floyd Query, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from John T. Howser, c/o Howser Bros. 1185 South 12th Street, Salem, Oregon and filed as of this date, a notice of claim by Howser Bros. for the rental of Ford Tractor and post hole auger in the sum of $275.90 against the bond taken from Tuss Bros. Const. Co., principal, and The Maryland Casualty Co. through Commercial Insurance Agency, 328 North Commercial, Salem, Oregon, for the work on highway contract 5214 for grading and paving the Middle Unit, Crescent Lake Junction-The Dalles-California, Junction Section of Willamette Highway in Klamath County, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies on the enclosed carbon copy.

Sincerely,

HOWELL APPLING, JR.
Secretary of State
By Geo C Stephens
Public Records Section

GS:FK
Enc.

RECEIVED
JAN 11 1960
FOR FILING

[illegible]

5214

A

January 11, 1960

Maryland Casualty Co.,
Baltimore 3
Maryland

Gentlemen:

State Highway contract #5214 for grading-paving the Middle Unit of the Crescent Lake Jct.-The Dalles-California Jct. Section of the Willamette Highway in Klamath County was completed by the contractor, Tuss Bros. Construction, on November 9, 1959, but has not as yet been accepted by the Commission.

Final payment in the amount of $7,026.64 will be released to the contractor, assigned to Maryland Casualty Co., after acceptance by the Commission. The total contract amount is $230,637.50, of which amount $4,080.88 represents force account items.

Claims have been filed against this contract of which you were previously notified.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Maryland Casualty Co.,
Commercial Insurance Agency
328 North Commercial
Salem, Oregon

318-1704 Chiloquin (Second Ave.) 1958

5215

Sp. St. Zux St. Fund 41

NOTED
V. R. JONES

NOTED
Harold C. Ayers

September 23, 1958

Mr. G. A. Staiger
City Recorder
Chiloquin, Oregon

NOTED
[illegible]

Dear Mr. Staiger:

This is to advise you that work on Contract No. 5215, Second Avenue, was completed August 25, 1958.

Under the agreement signed by the City Council on May 12, 1958, Ordinance No. 181, the City assumed maintenance and continued jurisdiction over the above project as of the date of completion.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm

NOTED
C. G. SWENSON

318-1704

REGON STATE HIGHWAY DEPARTMENT

Record of Highway Construction

Highway No. City

Cont. No. 5215

Sheet No. 1 of 1

Maint. Sec. -

County 18

NOTED

Section Chiloquin (Second Ave.)

Fed. Project No. City

Work Begun August 18, 1958 Work Completed August 25, 1958

RECEIVED SEP 17 1958

Basic Construction Information

Type	Width, Tkn. Size, Etc.	From Station	From M.P.	To Station	To M.P.	Length
Stone Base	Variable	2+78		20+50		0.32 mile
Class "B" A.C.	"	"		"		"

Replacement Data

Remarks

NOTED
C. G. SWENSON

RECEIVED
OCT 15 1958
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

October 14, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5215	2 2 Final	Asphalt Paving Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23510	H225449	$ 500.00	10-14-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chopweske
ACCOUNTING DIVISION

Specified completion date: 40 workdays from June 30, 1958

Time Extensions: None

Completion Date: Aug. 25, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Oct. 14, 1958

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 14 1958
GRu

NOTED ON CARD

RECEIVED
OCT 3 1958
FOR FILING
318-1704

5215

CERTIFIED MAIL October 2, 1958

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

State Highway Contract No. 5215 for work performed on the Chiloquin (Second Avenue) City Street Section in Klamath County was completed by the contractor, Asphalt Paving Co., on August 25, 1958 and was formally accepted by the Highway Commission on September 11, 1958.

Final payment in the amount of $500.00 will be released to the contractor on or after October 13, 1958. The total contract amount is $12,242.25 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
SEP 29 1958
FOR FILING

[illegible]

5215

Sept. 26, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Washington

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Asphalt Paving Company in connection with Contract No. 5215, for paving the Chiloquin (Second Avenue) Section in Klamath County.

This payment, in the amount of $11,742.25, will be released to the contractor on or after Oct. 6, 1958. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
em

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 6, 1958

Section Chiloquin (Second Avenue)

Kind of work Paving

Highway City Street County Klamath

Section prefix 318-1704

Contractor Asphalt Paving Co.

Contract number 5215

Date of contract June 19, 1958

Specified work days 40

Date work started August 18, 1958

Work days used 12

Project authorization $14,780.25

Exclusive of engineering $13,729.21

Per cent of time elapsed 30 %

Estimated cost of completed project, exclusive of engineering $13,106.83

Estimated per cent overrun or underrun Underrun 4.44 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $ 1051.04

Engineering cost to date $ 926.92, 88.2 %

Date project was completed August 25, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate along with all supporting data was sent to Division Office on Friday of this week.

PROJECT COMPLETE

RECEIVED

NOTED

C. E. [illegible]

Signed

Address P. O. Box 1090 Klamath Falls, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.32
Miles partially completed					0.32
Miles completed					0.32
Total estimated quantities (contract)					740 Tons
Total quantities corrected to date					746.675 Tons
Estimated quantities moved or placed to date					746.675 Tons
Average daily quantities					0 Tons
Average daily quantities necessary to complete project on time					0 Tons
Number shifts per day					0
Hours per shift					0
Average force on project for week					0

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair-Warm		
Monday	Fair-Warm		
Tuesday	Pt. Cloudy		
Wednesday	Overcast		
Thursday	Fair-Warm		
Friday	Fair-Warm		
Saturday			

FORM E-120 5M 4-50

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUL 23 1958
FOR FILING

318-1704

5215

July 22, 1958

Asphalt Paving Co.
P. O. Box 547
Klamath Falls, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5215, awarded June 19, 1958, for paving on the Chiloquin (Second Avenue) Section in Klamath County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN [illegible] 1958
FOR FILING

4

June 30, 1958

Mr. Lloyd Peters,
Acting City Recorder
City Hall
Chiloquin, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Chiloquin covering the Special City Allotment project on Second Avenue and Blocklinger Street in Chiloquin.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Ass't. Secretary

rn
Enc.

RECEIVED
JUL 8 - 1958
FOR FILING

Salem, Oregon
June 30, 1958

$250,000 Fund Agreement
City of Chiloquin

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attencion: John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with the City of Chiloquin covering the Special City Allotment project on Second Avenue and Blocklinger Street in Chiloquin.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Chiloquin.

Secretary

rn
Attach: 2

FORM E-30 50M 8-57—6583

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June, 18, 1958

SUBJECT: $250,000 Fund Agreement
City of Chiloquin

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Second Avenue and Blocklinger Street in Chiloquin. Two copies of the agreement have been signed by the city and are now ready for signature by the Highway ˘ommission. Both copies require your signature of approval.

The project was approved by the Commission 12/5/57.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date 6-18-58

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-5-57 Minute Page 37
Floyd Query
Ass't Secretary

RECEIVED
JUN 24 1958
FOR FILING

[illegible]

[illegible]

June 23, 1958

Asphalt Paving Company
P. O. Box 547
Klamath Falls, Oregon

Gentlemen:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5215 for stone base and paving on the Chiloquin (Second Avenue) Section on Second Avenue in the city of Chiloquin, in Klamath County.

This award was based on your bid of $12,204 which was the low bid submitted to the Commission on May 29, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

ORDINANCE NO. 181

5-12-58

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF CHILOQUIN, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF SECOND AVE FROM THE CITY HALL TO BLOCKLINGER STREET: BLOCKLINGER STREET FROM 2ND AVE. TO WEST CITY LIMITS, A DISTANCE OF APPROXIMATELY 0.34 MILES and DECLARING AN EMERGENCY.

Whereas the City of Chiloquin, Oregon, has heretofore made an application to the State Highway Commision for assistance in repair or reconstructing under the provision of ORS 366.800 and 366.805, and,

Whereas the State Highway Commission has accepted such application for the improvement of Second Ave. and Blocklinger Sts., a distance of approximately 0.34 mile, and,

Whereas in the form of and agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit A" attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $20,000.00 and the City of Chiloquin to pay all costs in excess of $20,000.00, the City of Chiloquin does ordain as follows:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Chiloquin, Oregon, and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of Second Ave and Blocklinger Street and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. Whereas it is necessary that said improvement be made in the spring and summer of 1958 when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Chiloquin, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter dated May 12, 1958

AYES 5

NAYES 0

Submitted to and approved by the Mayor the 12th day of May, 1958

By Bert Albert
Mayor

ATTEST:
Lloyd Peters
Act. City Recorder

RECEIVED
1 1958
[illegible]

January 27, 1958

Hon. Bert Albert, Mayor
City Hall
Chiloquin, Oregon

Dear Mayor Albert:

This is to inform you that Mr. Paxson has approved your request for the change in your city street project.

We will proceed on the basis of improving Second Street as far northerly as the approved allotment will permit.

Very truly yours,

C. G. Swenson
Engineer, County and City Relations

CGS:mm

City of Chiloquin

CHILOQUIN, OREGON

Jan.16,1958

Mr.C.G.Swenson ✓
Engineer,County and City Relations
Oregon State Highway Dept.
Salem,Ore.

Dear Sir:

Reference is made to the meeting held in your office on Jan.10,1958 between yourself and Mr.Ayers and Mr.Dwight Kircher and Mr.W.L.Barnes of this city.

We would like to express our sincere thanks to you for your consideration and courtesy to our representatives and in explaining the situation to them so thoroughly.

Mr.Kircher and Mr.Barnes have made a report to the Mayor and Council on the meeting,and of course our situation was explained to you.It is the wish of the Council and Mayor that if it is at all possible to make the changes discussed with you at this late date we would like to so request.

We are submitting a revised map of the project as the Council has decided it should be,and it is our request that the funds allocated to the original project be applied to the revised location.Understand that we are not requesting any additional funds,only that they be applied as shown.

We sincerely hope that you will be able to make this change as requested as we feel that it is vitally necessary that the work be applied on the street that bears all of our heavy truck traffic.We are sure that Mr.Kircher and Mr. Barnes have explained that part to you.

We also wish to express our regret that Mr.Barnes and Mr. Kircher were unable to meet with Mr.Paxton at the time they were there.

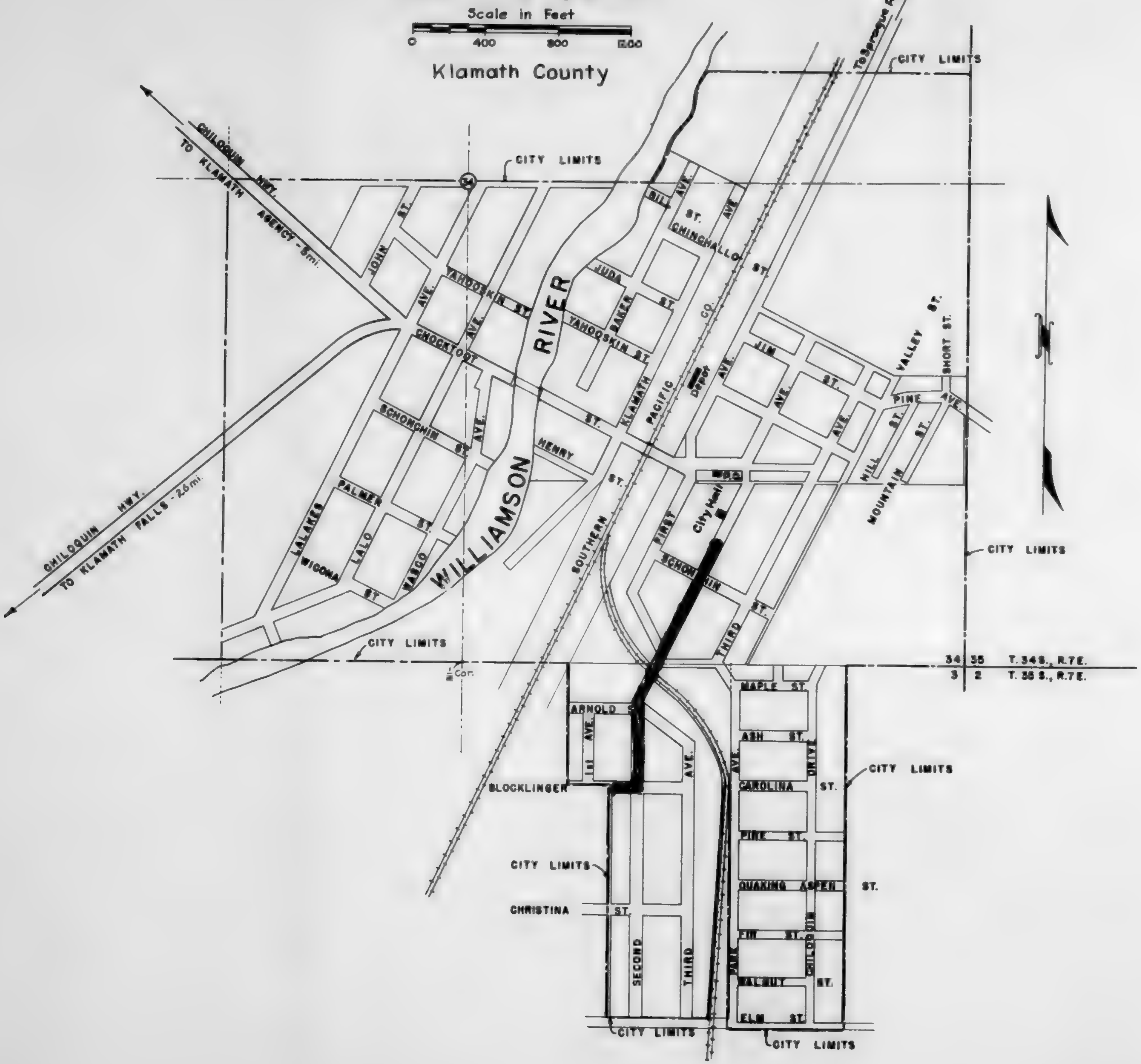
Yours very truly

Mayor Bert Albert
City of Chiloquin,Ore.

RECEIVED
JAN 20 1958
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
JAN
OREGON
STATE HIGHWAY COMMISSION

CHILOQUIN



Oct. 31, 1957

57

[illegible] 28 [illegible] 10-30-57

Contacted Mayor Bert Abbott and City Planner Wayne Bloom [illegible] not to oppose the [illegible] [illegible] truck route and work the suggestion [illegible] First Street [illegible].

The [illegible] [illegible] of the opinion that First Avenue [illegible] [illegible] [illegible] and [illegible] traffic [illegible] the business district. [illegible] the truck route, stated that he had been [illegible] as a [illegible] [illegible]. [illegible] City Council [illegible] [illegible] trucks on Second Avenue. [illegible] that the [illegible] Second Street [illegible] [illegible] would be [illegible] [illegible] truck route [illegible] Chestnut and Jackson street [illegible] First Ave and Jackson [illegible] First Ave [illegible] [illegible] Street.

H Clyne

Changed back to Second Street at City request

57

Chiloquin

Blocklinger Street

First Avenue from [illegible] Street to Second Ave. Second Avenue from 1st Ave to Blocklinger Street. Blocklinger St from 2nd Ave to the city limits a distance of approximately 0.26 miles.

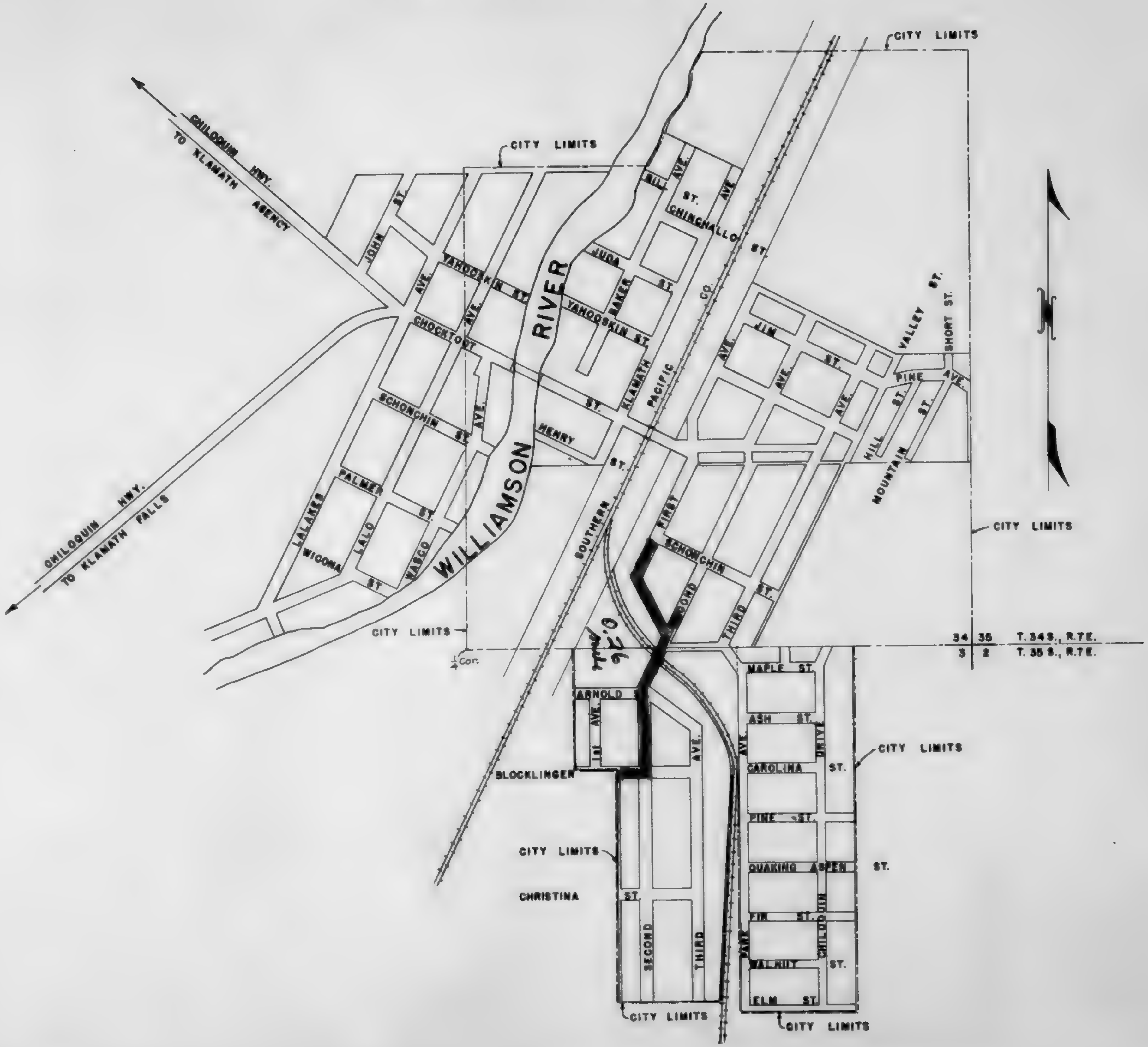
Grade and base to [illegible] required, excavate both sides of [illegible] 2" asphaltic concrete pavement 20' [illegible].

		$	$
Excavation	350 cu yds.	1.25	437.50
Excavation Drainage	60 cu yds	3.00	180.00
12" Culvert pipe	130 lin ft	3.00	390.00
Coarse Crushed Material	880 cu yds	4.00	3520.00
3/4-0 in Base Shoulders	360 cu yds	4.80	1728.00
Sprinkling	30 M/gal	4.00	120.00
Class B Asphaltic Concrete	510 tons	14.00	7140.00
Preliminary Est of Const Cost			13515.50
12½% Eng & Contingency			1689.44
Surveying			525.00
			$15,729.94

$15,800

4

CHILOQUIN


CITY LIMITS
CHILOQUIN HWY.
TO KLAMATH AGENCY
CHILOQUIN HWY.
TO KLAMATH FALLS
WILLIAMSON RIVER
JOHN ST.
AVE.
YAHOOSKIN ST.
CHOCKTOOT AVE.
SCHONCHIN ST.
PALMER ST.
LALAKES
LALO
WICOMA ST.
WASCO
HENRY ST.
BIL AVE.
ST.
CHINCHALLO ST.
AVE.
JUDA
BAKER ST.
YAHOOSKIN ST.
KLAMATH
SOUTHERN PACIFIC CO.
JIM ST.
AVE.
VALLEY ST.
SHORT ST.
PINE AVE.
HILL ST.
MOUNTAIN ST.
FIRST
SCHONCHIN
SECOND
THIRD ST.
0.26 mile
¼ Cor.
34 35 T. 34 S., R. 7 E.
3 2 T. 35 S., R. 7 E.
ARNOLD
1st AVE.
BLOCKLINGER
AVE.
CHRISTINA ST.
SECOND
THIRD
PARK AVE.
MAPLE ST.
ASH ST.
CAROLINA ST.
PINE ST.
QUAKING ASPEN ST.
FIR ST.
WALNUT ST.
ELM ST.
CHILOQUIN DRIVE

Application No. 57

Division No. 4

City: Chiloquin
County: Klamath
Population: 1940 741
1956 909

Proposed Project - 1957: First Avenue from Chocktoot St. to Yahooskin St.; Yahooskin Street from 1st ave. to Second ave.; Second Avenue from Yahooskin St. to Blocklinger St.; Blocklinger street from 2nd ave to W. City limits, a distance of approximately 0.54 mile. Place base rock where required and 3" asphaltic concrete pavement 20' width.

Estimated Cost:	State	City	Total
	$ 19,000	$ -	$ 19,000

Remarks: These streets are the designated log truck route to reach the sawmills, are generally in poor condition.

Recommendation: approval recommended.

[illegible] 10-30-57

#25,000 '58 Chiloquin 10-9-57

Investigated condition and use of the truck route through the city, and found sections of the streets in poor condition, are receiving excessive wear due to logging and lumber trucks.

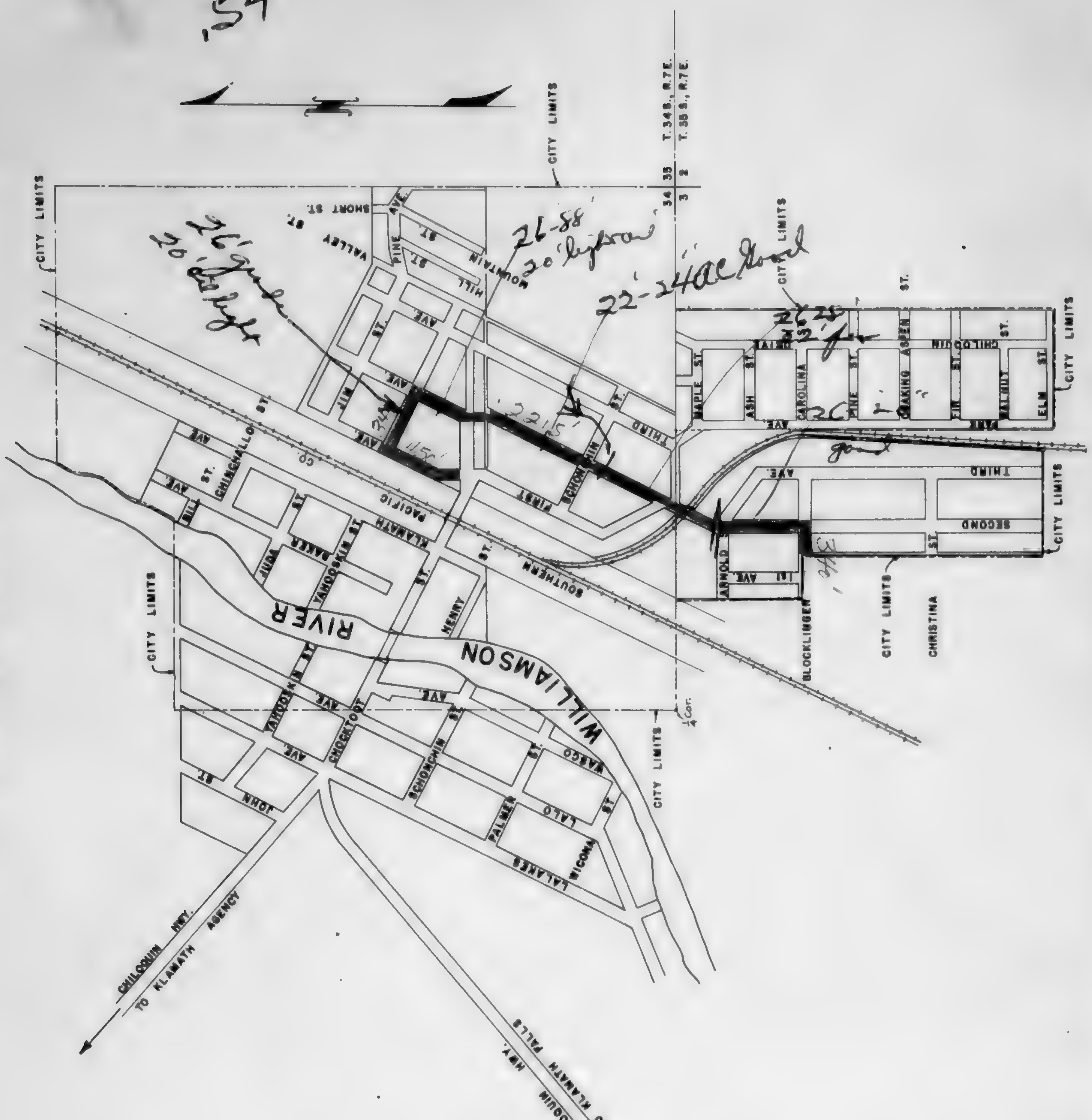
Believe we should recommend a project on First Ave, Yahooskin St, Second Avenue and a short section of Blocklinger's Street.

H C Ayers

Wm Barnes 57

.54

CHILOQUIN



No. 57

FORM E-159 20M REVISED 6-56

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. Mc IVER, MEMBER
PORTLAND
H. B. GLAISYER
SECRETARY

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

NOTED
R. JONES

July 26, 1957

Mr. G. A. Staiger
City Recorder
Chiloquin, Oregon

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Dear Sir:

This is to acknowledge receipt of a resolution adopted by the City of Chiloquin requesting aid from the annual $250,000 Special City Allotment fund.

The results of the investigation of your requested project will be presented to the Highway Commission for consideration in forming the 1958 program.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Clarence G. Swenson
Clarence G. Swenson
Acting Engr., County and City Relations

NOTED
C. G. SWENSON

RESOLUTION B 219

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Chiloquin is an incorporated city of the State of Oregon, and has a population of 909, as given by the latest official census, and

WHEREAS, the following streets of said city, ____________________

Form cc-50 (1953 Rev.)
Special City Allotment

First Ave., Yahooskin, Second Ave. and
Blocklinger St.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

450 ft. on First Ave., 340 ft. on Yahooskin,
2215 ft. on Second Ave., and 340 ft. on Blocklinger St.,
First Ave from Schonchin St. to Second Ave., Second
Ave to Blocklinger St., Blocklinger St. to West
City Limits

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Chiloquin does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate Wm. Barnes as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 23 day of July, 1957.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - -   - - - - - - - - -

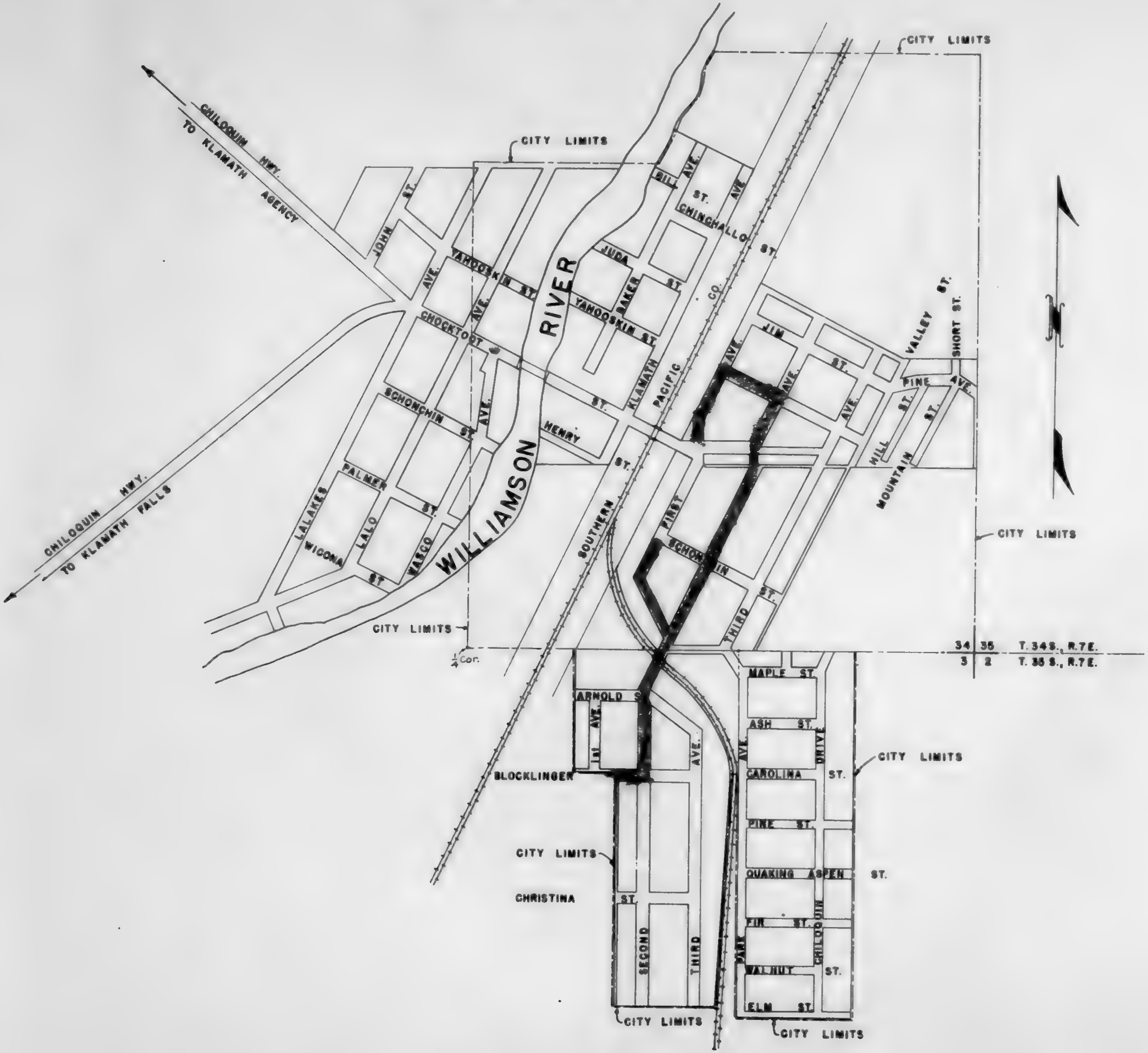
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Chiloquin at a regular or special meeting of said Council, held on the 23 day of July, 1957, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 23 day of July, 1957.

G. A. Staiger
City Recorder

Form cc-50 (1953 Rev.)

CHILOQUIN



CHILOQUIN HWY. TO KLAMATH AGENCY
CHILOQUIN HWY. TO KLAMATH FALLS
WILLIAMSON RIVER
SOUTHERN PACIFIC CO.
CITY LIMITS
CITY LIMITS
CITY LIMITS
CITY LIMITS
CITY LIMITS
CITY LIMITS
CITY LIMITS
CITY LIMITS
¼ Cor.
34 35 T. 34 S., R. 7 E.
3 2 T. 35 S., R. 7 E.
JOHN ST.
YAHOOSKIN ST.
YAHOOSKIN ST.
AVE.
CHOCKTOOT ST.
SCHONCHIN ST.
PALMER ST.
LALAKES AVE.
LALO ST.
WASCO AVE.
WICONA ST.
HENRY ST.
KLAMATH ST.
JUDA ST.
BAKER ST.
BILL AVE.
CHINCHALLO ST.
JIM ST.
VALLEY ST.
SHORT ST.
PINE AVE.
HILL ST.
MOUNTAIN ST.
FIRST AVE.
SCHONCHIN ST.
THIRD AVE.
MAPLE ST.
ASH ST.
CAROLINA ST.
PINE ST.
QUAKING ASPEN ST.
FIR ST.
WALNUT ST.
ELM ST.
PARK AVE.
CHILOQUIN DRIVE
ARNOLD ST.
1st AVE.
BLOCKLINGER
CHRISTINA ST.
SECOND AVE.
THIRD AVE.

DS-373(1) Santa Clara-Eugene Section. 1958

5216

RECEIVED
APR [illegible] 1960
FOR FILING
[illegible] (1)
216

April 14, 1960

United Pacific Insurance Co.,
Fidelity & Surety Department
P. O. Box 1216
Tacoma 1, Washington

Gentlemen:

You are hereby notified that a post-final payment will be made to T. C. Wildish on contract #5216 for paving-storm sewer on the Santa Clara-Eugene Section of the Junction City-Eugene Secondary Highway in Lane County, as soon as the warrant is prepared.

The total amount paid the contractor in connection with this contract will be $169,034.06, including the post-final payment of $605.00. Of the total, $2,755.16 is for force account work.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

A

RECEIVED
MAR 2 1960
FOR FILING

Ol-37301

5216

March 1, 1960

1553

Mr. Peter Di Paolo
2484 River Road
Eugene, Oregon

Dear Sir:

Reply is made to your letter of February 3 concerning tar damage to your fence, which allegedly occurred during the construction of the Santa Clara-Eugene project.

Our specifications clearly set forth that the contractor, when he accepts a project, be fully covered by insurance. Such was the case in this instance, the contractor being the T. C. Wildish Company. We have investigated this matter fully and are unable to determine that the contractor was responsible. We are informed that the damage occurred prior to the time that any oiling or paving equipment was in the area. This has been verified both by the contractor and our resident engineer. However, in projects of this nature some commercial suppliers furnish material, such as concrete, and do quite often clean their equipment (particularly concrete spouts) with oil-soaked brooms. This could have occurred without the knowledge of either the contractor or the engineer.

Since there is an absence of any definite evidence to pin the damage to the contractor's personnel, we have elected to have our maintenance forces remove the tar from your fence and leave it in a neat condition. We are sorry for the misunderstanding and hope that this matter has been satisfactorily concluded.

Very truly yours,

W. C. Williams
State Highway Engineer

[illegible]:jw ae

cc to: Mr. Forrest Cooper
Mr. P. M. Stephenson
Mr. Tom Edwards
Mr. F. D. Morgan

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
February 26, 1960

SUBJECT: Assignment No. 18-K
Re: Tar splattered on
Peter DiPaolo's fence
Santa Clara-Eugene Section

To:
Tom Edwards
Construction Engineer

Attention: F. B. Klaboe

Herewith a copy of a letter from DMS Sage reporting on his investigation of subject assignment.

It appears that there is some question as to the actual responsibility of the Highway Department concerning this splattering of the fence; however, it was of such a minor nature and Mr. DiPaolo indicated that he would be satisfied if we only go so far as to clean off the asphalt. Mr. Sage has instructed his section foreman to remove the offending material. This should be completed by this time.

I believe that this will close the matter and Mr. DiPaolo will be satisfied.

J. F. Putnam

J. F. Putnam
Ass't Division Engineer

sc

Enc.

CONSTRUCTION DIVISION
RECEIVED
FEB 29 1960
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE CDE

FORM E 30 60M 8-57 6783

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
February 23, 1960.

SUBJECT: Santa Clara-Eugene Section
Assignment No. 18-K
Re: Tar spattered on Peter
DiPaolo's fence.

To: F. D. Morgan
Div. Engineer
Roseburg, Oregon

Attention: J. F. Putnam

Reference is made to your letter of February 10th., a copy of which is attached, covering the above subject.

I contacted Mr. DiPaolo at his place last Friday and discussed the matter at some length with him. His property is located at the southwest corner of the Junction City-Eugene Hwy. and Santa Clara Avenue, (M.P. 9.98). He has a white fence on the highway and Santa Clara Avenue sides of his property. The fence is made of 8 x 8 posts and 1 x 4 and 1 x 8 wood rail. Last year, during the construction of the Santa Clara-Eugene section, some asphalt was splattered on a small section of fence facing Santa Clara Ave. The part affected was off the State right of way but within 3 or 4 feet of a small pile of asphaltic concrete that was left over when the contractor patched around an adjacent catch basin. The asphaltic concrete has since been cleaned up but the tar spatters were not removed as the contractor said this was caused by hot liquid asphalt of which he was not using at the time.

There is some reasonable doubt as to whether or not the contractor was responsible for the splattering, however, he did dump some hot stuff within a few feet of the fence and at about the same time that the damage was first noted. In view of this I feel that we should take care of the matter and have arranged with the Section Foreman to clean up the fence rail today. It will require not more than an Hour's time to do this.

Mr. DiPaolo will be satisfied if we only go so far as to clean off the asphalt. He expects to paint his entire fence later in the year.

DJ Sage

D. J. Sage
Dist. Maint. Supt.

DJS:jab
Encl.

FORREST COOPER

Cooper

February 3, 1960
Eugene, Oregon

State Highway Commission
Salem, Oregon

Gentlemen,

I am writing to you for assistance on a problem that I tried to solveduring the past year.

When the old highway from Junction City to Eugene running through Santa Clara or called around here as the River Road was widened and storm drains installed my fence on the corner of River Road and Santa Clara Avenue was spattered with tar. I have repeatedly contacted your Eugene highway office and the contractor, Wildish Sand & Gravel Co., to do something about it. I have been getting the runaround and do not like it. The amount involved is very small, but I feel that if the situation was reversed I would be forced to repair the damage or be sued about it. An ordinary citizen like me is shoved aside but someone with "pull" wouldn't have any trouble getting the damage repaired. The tar was spattered on my fence during the time the storm drains were installed. The workers had some extra tar left over and dumped it next to my fence between it and the corner of River Rd & Santa Clara Ave. and when doing it they slopped some on the fence. I called the State Highway office and I was told to call Wildish who in turn referred me back to the Highway office. The tar on the ground was picked up so I could mow the grass outside the fence. Then a Mr. Chapman of your Eugene office got slightly ornery about the deal and also said that somebody drove by and threw the tar out at the corner, and wouldn't do any more about it. Wildish said they didn't have anything to do with it and refused to repair the damage. I bought white paint to repaint the fence this past summer but was unable to do it and I am still waiting for the repairs. It is my opinion the State Highway Commission should see to it that the damage is taken care of.

The Highway Commission should practice what it preaches when signs reading "Do not throw litter along the highway" are put up for our benefit.

Yours very truly,

Peter Di Paolo

Peter Di Paolo
2484 River Road
Eugene, Oregon

RECEIVED
FEB 5 1960
STATE HIGHWAY COMMISSION

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FEB - 2 1960
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FOR FILING

D3 [illegible]

5216

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 29, 1960

SUBJECT: Santa Clara-Eugene Section
Junction City-Eugene Highway
Contract No. ~~5215~~ 5216

To:

Memo to the Files:

Discussion of settlement of claims on this project was held with Mr. Grafe today. Approval of claim #1 for damages to water mains was not requested of the Bureau of Public Roads, as we do not believe the claim justifiable.

Recommendation to the Bureau that claim #2 for extra compensation to the contractor as a result of working in close proximity to power poles was given. This claim is justifiable as the Special Provisions for the job state that the power poles will be moved or adjusted by the owner and further, that the resident engineer, upon the showing of the job, assured the contractor that the poles would be moved. Subsequently, it was decided not to move the poles and the contractor incurred extra expense at the location of said poles during the installation of the storm sewer line. The contractor requested the sum of $13.65 for each of the 55 poles. The resident engineer on the project kept adequate costs and has determined that the sum of $11 per pole is justifiable.

Mr. Grafe agreed that the claim should be settled, if possible, on the basis of the $11 figure for a total cost of $605.

Tom Edwards
Construction Engineer

By
F B Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Forrest Cooper
Willis R. Grafe

NOTED
FORREST COOPER

RECEIVED
[illegible]
OFFICE OF
STATE [illegible] ENGINEER

RECEIVED
DEC - [illegible] 1959
FOR FILING

December 8, 1959

United Pacific Insurance Company
Fidelity & Surety Department
P. O. Box 1578
Tacoma 1, Washington

Gentlemen:

State Highway contract #5216 for paving-storm sewer on the Santa Clara-Eugene Section of the Junction City-Eugene Secondary Highway in Lane County was completed by the contractor, T. C. Wildish, on August 5, 1959, and was formally accepted by the Highway Commission on August 13, 1959.

Final payment in the amount of $5,459.50 will be released to the contractor on or after December 18, 1959. The total contract amount is $168,429.06, of which amount $2,755.16 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

RECEIVED
SEP 25 1959
FOR FILING

216

September 24, 1959

Mr. T. C. Wildish
P. O. Box 345
Eugene
Oregon

Dear Sir:

The State Highway Commission at its meeting held on September 24, 1959, had under discussion your request for an extension of time from 85 to 98 workdays within which to complete your contract #5216 for paving-storm sewer on the Santa Clara-Eugene Section of the Junction City-Eugene Secondary Highway in Lane County.

We are pleased to inform you that the Highway Commission granted your request. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered, but did not necessarily adopt, any of the reasons given by you for the failure to complete the project within the specified time limit.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc
cc: F. D. Morgan
J. C. Chapman
Tom Edwards

NOTED ON CARD
dc

Form E-1—(Rev.)—

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 12, 1959

Section Santa Clara - Eugene

Kind of work Paving and storm sewers

Highway J. C. - Eugene County Lane

Section prefix 120-1038

Contractor T. C. Wildish Co.

Contract number 5216

Date of contract June 19, 1958

Specified work days 85

Date work started June 30, 1958

Work days used 97

Project authorization $203,349.34

Exclusive of engineering $188,889.50

Per cent of time elapsed 114 %

Estimated cost of completed project, exclusive of engineering $175,433.12

Estimated per cent overrun or underrun . . . . -7.1 %

Per cent of contract completed, based on estimated cost . . . . 100 %

Engineering authorization $14,460.14

Engineering cost to date $18,987, 131.3 %

Date project was completed Aug 5, 1959

ESTIMATED PER CENT COMPLETE

CLEARING	DRAINAGE	GRADING	STRUCTURES	BASE	OIL AND/OR PAVE.	MAT'L PROD.
100	100	100		100	100	

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, etc.:

Chapman and Lodewick worked part time checking and compiling data. We expect to complete the semi-final estimate September 15th.

NOTED
JOHN R. OAKES

CONSTRUCTION DIVISION
RECEIVED
14 1959
NOTED— CE ACE ACE COE

Noted
M. N. Jump

NOTED
C. E. PAULSEN

Signed J. P. Chapman

Address Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities (contract)					
Total quantities corrected to date					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
SEP 14 1959
FOR FILING

September 11, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 5, Account No. 276, covering installing reflectors on power and telephone poles on the Santa Clara-Eugene Section of the Junction City-Eugene Highway in Lane County, Contract No. 5216, in connection with Federal Aid Project No. [illegible]-373(1).

There are quite a number of power and telephone poles on or very near the shoulders of the completed construction. On dark, rainy or foggy nights, these poles will constitute a traffic hazard. Installing reflectors will delineate the line of obstruction and reduce the hazard.

The contractor is not equipped to do this work. The State has the necessary crews and equipment for the work. The amount is too small to contract.

The total estimated amount of the order is $320.00, with Federal participation of $195.00

Your approval of this order under the provisions of PPM 21-6.3 on the basis of actual cost is requested.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:mfh

Enc.

A

RECEIVED
AUG 24 1959
FOR FILING
[illegible]
5216

August 21, 1959

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Building
Tacoma 1, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to T. C. Wildish a portion of the funds heretofore retained by the Commission on Contract #5216, for paving and storm sewer on Santa Clara-Eugene Section of Junction City-Eugene Highway, Lane County.

This payment, in the amount of $13,631.85, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $5,040.30. The present payment will be released on or after September 1, 1959.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

Very truly yours,

Floyd Query, Secretary
OREGON STATE HIGHWAY COMM.

By
C. W. Head, Assistant Secretary

jmc

NOTED ON CARD
8/21/59
jmc

RECEIVED
AUG 20 1959
FOR FILING
[illegible]
[illegible]

August 19, 1959

Oregon State Highway Commission

Request for Extension of Time
No. 1
September 24-25 Meeting

Gentlemen:

An increase in the number of workdays to complete the construction on Contract No. 5216, Santa Clara-Eugene Section of the Junction City-Eugene Highway, from 85 to 98 days, to the T. C. Wildish Company, is requested.

All contract items were completed at the expiration of the specified 85 workdays. Extra time was needed to grade and pave 160 private driveways not covered under contract provisions. This extra work was accomplished under Order for Extra Work No. 2 and Price Agreement No. 2. Said work was done almost entirely by hand labor and was necessarily a slow operation.

Approval of the increase in workday count from 85 to 98 days is recommended.

Very truly yours,

W. C. Williams
State Highway Engineer

cc to: Mr. Tom Edwards

FBK:fp ae

A

RECEIVED
AUG 7 - 1959
FOR FILING

[illegible]

5216

August 6, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 5, 1959, on Contract No. 5216, Santa Clara-Eugene Section, in Lane County, in connection with Federal Aid Project No. US-373(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

DBP:jb

cc: Clarence G. Swenson

Oregon State Highway Department

Federal Aid Secondary
Project DS-373(1)

[illegible] 5216

SANTA CLARA-[illegible] SECTION OF THE
JUNCTION CITY-[illegible] IN LANE COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

5216

Salem, Oregon, August 14, 1958

Type Code 6201
Roadway (Sta. 0+00 to Sta. 153+30) (Contract No. 5216)

Clearing and Grubbing	All	Required	$	$ 300.00
Drainage Excavation, Unclassified	13,000	cu. yds.	1.73	22,490.00
Blade Grader	100	hours	10.00	1,000.00
Front End Loader	80	hours	10.00	800.00
Dump Trucks	240	hours	5.75	1,380.00
8-inch Sewer Pipe	4,700	lin. ft.	1.52	7,144.00
12-inch Sewer Pipe	2,100	lin. ft.	1.74	3,654.00
15-inch Sewer Pipe	2,800	lin. ft.	2.22	6,216.00
18-inch Sewer Pipe	2,900	lin. ft.	2.75	7,975.00
21-inch Sewer Pipe	1,600	lin. ft.	3.13	5,008.00
24-inch Sewer Pipe	7,300	lin. ft.	4.03	29,419.00
30-inch Sewer Pipe, Reinforced	3,000	lin. ft.	5.16	15,480.00
Extra for Pipe Under Pavement	1,900	lin. ft.	0.40	760.00
Concrete Manholes	45	only	160.00	7,200.00
Concrete Inlets, Type GB-1 Modified	105	only	65.00	6,825.00
3/4" - 0 Material in Base	3,500	cu. yds.	2.00	7,000.00
Sprinkling	90	M-gal.	2.50	225.00
Class "B" Asphaltic Concrete	6,800	tons	5.94	40,392.00
Preparation of Shoulders	2.90	mile	100.00	290.00
Furnishing and Placing Aggregates	870	cu. yds.	3.25	2,827.50
120-150 Asphalt	54	tons	55.00	2,970.00
RS-1 Asphalt	40	tons	55.00	2,200.00
				$171,555.50
Move Signal Poles (State Force)				3,000.00
Flagging ([illegible] of Contractor's Cost)	All	Required		300.00
Patch Existing Pavement (State Force)	All	Required		5,500.00
	Subtotal			$180,355.50
	10% Engr. & Cont.			18,035.55
		Total		$198,391.05

Length of Roadway . . . . 2.903 Miles
Cost of Roadway Per Mile. . . . $68,340.10

Federal "DS" Funds.	$147,000.00
Federal "LS" Funds.	31,000.00
State Funds	20,391.05
	$198,391.05

State Funds for Const.: Chap. 175, Laws 1917; Chap. 31, Laws 1920;
Chap. 529, Laws 1939.
State Funds for Maint.: Chap. 529, Laws 1939.

A

FORM E-123 5M 4-56

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
AUG [illegible] 1958
FOR FILING
5216

August 5, 1958

T. C. Wildish
P. O. Box 345
Eugene, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5216, awarded June 19, 1958, for paving and storm sewer on the Santa Clara-Eugene Section of the Junction City-Eugene Highway in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
AUG 5 1958
FOR FILING

August 4, 1958

River Road Water District
118 Elkay Drive
Eugene, Oregon

Re: Water line adjustments,
Santa Clara-Eugene Section,
Junction City-Eugene Highway in Lane County

Gentlemen:

In view of your inability to perform the necessary adjustments in your mains on the above-named project at your own expense, the State will reimburse the Water District for the reasonable costs of making the necessary adjustments where construction interferes with your lines. Our plans show that the interference is as follows:

Street	Station	Size of Main
Owosso Drive	109+35	6 inches
Rosewood	98+15	2 inches
Sandra Lane	73+55	4 inches
Arbor Drive	70+20	4 inches
Hillcrest	63+60	4 inches
E. Hilliard	59+83	4 inches
Oakleigh	55+95	4 inches
Smith Center	53+05	4 inches
McClure Lane	50+42	4 inches
Green Gables	35+95	2 inches
Rasor Avenue	32+05	2 inches
Associate Station	29±	2 inches
Thomason Street	6+75	4 inches

The work is to be done as directed by the State's resident engineer.

The State will not reimburse the Water District for any improvements to the system nor for work not required by highway construction. Please proceed with this work as soon as possible.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Mr. Donald E. Husband
72 West Broadway
Eugene, Oregon

Mr. W. C. Williams Mr. Frank Morgan
Mr. Tom Edwards Mr. J. C. Chapman

GSP:gm

FORM E-90 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

[illegible], Oregon
[illegible]

[illegible] Revisions [illegible]
[illegible] District Mains
[illegible] - [illegible] Section

To: Mr. [illegible]
Construction Engineer
Salem, Oregon

As requested by [illegible], we have prepared a [illegible] listing of [illegible] which [illegible] will require revision in [illegible] - [illegible] Section.

Street	Station	[illegible]
[illegible] Dr.	[illegible]	6"
[illegible]	[illegible]	[illegible]
[illegible] Lane	[illegible]	[illegible]
[illegible] Dr.	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible] Lane	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible] Ave.	[illegible]	[illegible]
Associated [illegible]	[illegible]	[illegible]
[illegible] St.	[illegible]	4"

The [illegible] Water District [illegible] the following estimate of the cost of [illegible] these [illegible].

1 [illegible] inch main [illegible]	$[illegible]
[illegible] inch mains [illegible]	[illegible]
[illegible] inch mains at [illegible]	[illegible]
20 [illegible] inch service lines [illegible]	[illegible]
	[illegible]
10% Allowance	[illegible]
	$[illegible]

[illegible]
Resident Engineer

CONSTRUCTION DIVISION
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[illegible]
NOTED ☐ ☐ ☐ ☐ ☐

[illegible]

cc: [illegible] Morgan

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AUG 5 1958
FOR FILING

5216

August 4, 1958

Mr. Donald E. Husband
72 West Broadway
Eugene, Oregon

Dear Mr. Husband:

I am sorry that it has taken so long to get a formal authorization for line revisions to the River Road Water District but it required considerable field investigation to determine the points at which interference occurred. Reimbursement to the District for its work will be made upon presentation of the bills for checking by our resident engineer and auditing through the Salem office.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Frank Morgan
Mr. J. C. Chapman

08-35.4

52.1k

July 21, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project DS-373(1)
Santa Clara-Eugene section,
Junction City-Eugene Highway
Order for State Force Work dated
July 8, 1958. Moving State owned
Signal light poles.

Dear Sir:

Reference is made to your letter dated July 15, 1958 concerning subject order.

We are approving the use of State force as being in the public interest in this case for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically.

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk,
Division Engineer

Orig. remd. to SW 10

RECEIVED
JUL 3 - 1958
FOR FILING
DS 373(1)
5216

July 2, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 30, 1958, on Contract No. 5216, Santa Clara-Eugene Section, in Lane County, in connection with Federal Aid Project No. DS-373(1).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:ew

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JUN 24 1958
FOR FILING

[illegible]

5216

June 23, 1958

T. C. Wildish
P. O. Box 345
Eugene, Oregon

Dear Mr. Wildish:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5216 for paving the Santa Clara-Eugene Section of the Junction City-Eugene Highway in Lane County.

This award was based on your bid of $171,555.50 which was the low bid submitted to the Commission on May 29, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

9

RECEIVED
[illegible] 1958
FOR FILING

D3-373(4)

5376

June 15, 1958

Santa Clara Water District
2619 River Road
Eugene, Oregon

Water-line adjustments
Santa Clara-Eugene Section,
Junction City-Eugene High-
way, Lane County

Gentlemen:

In view of your inability to perform the necessary adjustments of your mains on the above-named project at your own expense, the State will reimburse the water district for the reasonable cost of making the necessary adjustments at the points where new construction interferes with your lines, the work to be done as directed by the State's Resident Engineer. The State will not reimburse the water district for any improvements to the system or for work not required by the highway construction. Please proceed with this work as soon as possible.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

cc Eugene Water and Electric Board
500 East Fourth Avenue
Eugene, Oregon

Mr. W. C. Williams
Mr. J. W. DeSousa
Mr. Tom Edwards
Mr. F. D. Morgan
Mr. J. C. Chapman

LHY:jc:gm

FORM E-123X 12,500 4-58

COMMISSIONERS

M. K. McIVER, CHAIRMAN
PORTLAND

ROBERT B. CHESSMAN, MEMBER
ASTORIA

KENNETH N. FRIDLEY, MEMBER
WASCO

H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
[illegible] 1958
FOR FILING

June 4, 1958

Pacific Telephone and Telegraph Company
509 S. W. Oak
Portland 4, Oregon

Re: Pacific Telephone and Telegraph Co.
Telephone Line Adjustments
Santa Clara-Eugene Section
Junction City-Eugene Highway
Lane County

Gentlemen:

Bids on the above titled project were received on May 29, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction. It is requested that you proceed with the work as promptly as possible.

The adjustments involve the moving of a number of poles located on the westerly side of the existing highway throughout the length of the project and the adjustment of the manhole covers for an underground telephone line between Stations 0+00 and 95+00 on the easterly side of the highway. The existing facilities are on State right of way under the terms of several permits including No. 2893, dated August 17, 1948, and No. 3786, dated November 26, 1951.

In view of the fact that these facilities are located on public highway right of way, it will be your obligation to make the necessary adjustments without reimbursement.

Further details of the work may be secured from Mr. J. C. Chapman, 2141 East 15th, Eugene, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper
Mr. L. H. Young
Mr. Frank Morgan
Mr. J. C. Chapman
Mr. F. W. Farrar

FORM E 123X 12 500 4 58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
[illegible]
FOR FILING

June 4, 1958

Eugene Water and Electric Board
500 East Fourth Avenue
Eugene, Oregon

Re: Eugene Water and Electric Board
Power Line Adjustment
Santa Clara-Eugene Section
Junction City-Eugene Highway
Lane County

Gentlemen:

Bids on the above titled project were received on May 29, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction. It is requested that you proceed with the work as promptly as possible.

The adjustment involves the moving of a number of poles of a line along the easterly side of the highway throughout the length of the project. The existing line is located on State highway right of way without permit, so that it will be your obligation to make the adjustments without reimbursement.

Further details of the work may be secured from Mr. J. C. Chapman, 2141 East 15th, Eugene, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. Frank Morgan
Mr. J. C. Chapman
Mr. F. W. Farrar

FORM E-123X 12,500 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED

FOR FILING

June 4, 1958

Santa Clara Water District
c/o Eugene Water and Electric Board
400 East Fourth Avenue
Eugene, Oregon

Re: Santa Clara Water District
Water Line Adjustments
Santa Clara-Eugene Section
Junction City-Eugene Highway
Lane County

Gentlemen:

Bids on the above titled project were received on May 29, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction. It is requested that you proceed with the work as promptly as possible.

The adjustment involves the moving of mains and services to allow the installation of storm sewers and outfalls. The existing facility consists of a supply main between Stations 0+00 and 117, and mains and services between Stations 117 and 153+30. The existing facility is on State right of way by several permits, including No. 4184, dated June 7, 1956, and on county roads by permit from Lane County.

In view of the fact that these facilities are located on public highway right of way, it will be your obligation to make the necessary adjustments without reimbursement.

Further details of the work may be secured from Mr. J. C. Chapman, 2141 East 15th, Eugene, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. Frank Morgan
Mr. J. C. Chapman
Mr. F. W. Farrar

FORM E-123X 12,500 4-50

RECEIVED
JUN [illegible] 1958
FOR FILING

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

[illegible]

June 4, 1958

River Road Water District
118 Elkay Drive
Eugene, Oregon

Re: River Road Water District
Water Line Adjustments
Santa Clara-Eugene Section
Junction City-Eugene Highway
Lane County

Gentlemen:

Bids on the above titled project were received on May 29, 1958, and some of your facilities must be adjusted in order to accommodate the highway construction. It is requested that you proceed with the work as promptly as possible.

The adjustments involve the moving of mains and services to allow the construction of storm sewers between Stations 0+00 and 117, and outfall sewers along Rasor Avenue and Arbor Drive. The existing facilities are on State right of way under several permits, including No. 1436, dated May 27, 1941, and on county road right of way by permit from Lane County.

In view of the fact that these facilities are located on public right of way, it will be your obligation to make the necessary adjustments without reimbursement.

Further details of the work may be secured from Mr. J. C. Chapman, 2141 East 15th, Eugene, who is resident engineer on the project.

Very truly yours,

J. W. DeSOUZA
Assistant Counsel

JWD:RN
cc: Mr. Forrest Cooper ✓
Mr. L. H. Young
Mr. Frank Morgan
Mr. J. C. Chapman
Mr. F. W. Farrar

RECEIVED
JUN 25 1958
FOR FILING

5216

May 29, 1958

(5-6-58)

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Replying to your letter of May 6, 1958, relative to remarks on Item 4, Project No. UG-373 (1), Santa Clara-Eugene, storm sewers on this project are all to be built within the existing state highway right of way with the exception of outfall lines which will traverse county roads rights of way to the river.

I trust that this will give you the information desired in your letter.

On Item 6, Project No. DS-96 (5), McMinnville Airport-Lafayette Road, our vertical clearance of the flight pattern from the McMinnville Airport has been figured on the basis of 15 feet clearance from the near edge of the future two-lane construction.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards
Mr. S. H. Probert

p

RECEIVED
MAY 28 1958
FOR FILING

May 27, 1958

Mr. H. C. Wulberg
Lane County Highway Administrator
P. O. Box 3156
Eugene, Oregon

Dear Sir:

We return, herewith, the four copies of your permit No. 471, covering the installation of storm drain lines by the State Highway Commission on Rasor Avenue, Arbor Drive, River Avenue, and Hunsaker Lane from the Junction City-Eugene State Highway westerly to outfalls in natural drainage ways. This permit has been signed on behalf of the State Highway Commission, and is ready for the approval of the County Administrator. Please return us two copies when approved, to the attention of the Director of Permits.

You will note that Paragraph 4 has not yet been filled in. Bids for this project will be opened on Thursday, May 29th, and the successful bidder will be required to furnish proper evidence of insurance and endorsement or a special "Owners Protective Insurance" policy in the amount of $100,000/200,000 public liability and $50,000 property damage naming Lane County as principal insured. I hope this will be satisfactory to you.

Regarding your request for an inlet to the Hunsaker Lane outfall line, please show the desired location to our Resident Engineer, Mr. J. C. Chapman, when construction starts, and he will be glad to accommodate you. However, I would like to call your attention to the necessity, under State Board of Health rules, of keeping all sanitary sewage or septic tank effluent out of the storm drain lines. I am sure you will cooperate with the State Highway Department in this respect.

Very truly yours,

W. C. Williams
State Highway Engineer

By

P. M. Stephenson
Assistant State Highway Engineer

cc: Permit Division
Tom Edwards
J. C. Chapman

FWP:dw
Encls.

OFFICE OF
COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1820 ROOSEVELT BLVD. — P. O. BOX 3156
EUGENE, OREGON

H. O. WALBERG
ADMINISTRATOR

H. O. STROMBOM
ASSISTANT

RECEIVED
MAY 27 1958
OF PERMITS

May 26, 1958

State of Oregon
Department of Highways
Division of Permits
Room 121--Highway Bldg.
Salem, Oregon

Att: Mr. F. W. Farrar
Asst Director of Permits

Dear Sir:

Enclosed, herewith, are four (4) copies of the Permit for the installation of sewer lines on county roads and streets adjacent to your Santa Clara-Eugene Section, Project No. DS-373 (1), as requested on your visit of May 23, 1958.

The provisions of this Permit, I believe, are in accordance with the terms discussed on that visit. If you will execute your portion of the Permit and return all copies along with the insurance requirements, we shall have the Permit fully executed by our Board and return two (2) copies to you. Please fill in paragraph 4, if possible.

We are wondering if it would be possible and permissable to have your contractor construct a concrete inlet for us at about Station 6+00 on the Hunsaker Lane Outfall line. Lane County would pay the cost thereof on the basis of the bid price for such item.

Very truly yours,

H. O. Walberg
Administrator
By: H O Strombom
H. O. Strombom
Assistant

W-S/mk
Encl: Permit

FORM E-30 80M 8-57—6583

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 23, 1958

SUBJECT:

To: Mr. P. M. Stephenson
Assistant State Highway Engineer
Department

As instructed by you yesterday, I took three copies of the plans and special provisions of the Santa Clara-Eugene project to Eugene this morning and met with Mr. J. C. Chapman, our Resident Engineer, and Mr. H. O. Strombom, Assistant County Administrator of Lane County.

We went over the plans and the work in the field, and Mr. Strombom indicated that the permit would be issued as soon as they could make a detailed examination and work up the necessary papers. Our plans are okay.

Mr. Strombom made the following recommendations:

1. That we incorporate into our plans manholes on these lines to permit easier maintenance.

2. That we provide outfall protection around the mouth of the pipe where it enters the slough at the end of Arbor Drive either by use of rip rap or grouted masonry protection.

3. That we check with the U. S. Engineer's Department regarding cutting through their revetment along the river bank at the end of Rasor Avenue.

4. That we arrange to have our contractor put an endorsment on his insurance policy mentioned in our special provisions, naming Lane County, its county commissioners and their officers and agents as additional insureds. He stated that our standard endorsement with the name of Lane County substituted to be satisfactory.

I would recommend acceptance of Mr. Strombom's recommendations and would recommend also that we immediately notify the contractors who have taken out plans of the necessity of adding the above mentioned endorsement to their special insurance policy. I enclose a copy of this endorsement with the change in name indicated.

FW Farrar

F. W. Farrar
Asst. Director of Permits

FWF:dw
Encl.

ENDORSEMENT OF INSURANCE POLICIES COVERING OREGON STATE HIGHWAY COMMISSION PIPE LINE AND MISCELLANEOUS PERMITS

County of Lane, its County Commission,
The ~~State of Oregon, the State Highway~~ Commission and members thereof, its officers, agents, and employees are hereby included as named insureds in the herein numbered policy but only as to operations of primary named insured under permit from the County of Lane ~~State of Oregon~~, except as to claims against the primary named insured for injury to their persons or damage to any of its or their property.

Cancellation of this endorsement or of the policy to which it is attached may be effected by agreement of the parties hereto, or by the company or the primary named insured giving not less than thirty (30) days notice in writing and by certified mail to the County Administrator, County Courthouse Eugene ~~Director of Permits, Room 121, State Highway Building, Salem~~, Oregon; said notice to commence to run from the date notice is actually received at said office.

The limits of liability of the company for the operations of the insured in construction operations on the right of way of State Highways shall be as follows:

Bodily Injury Liability - Each Person		$100,000
	Each Accident	$200,000
Property Damage Liability - Each Accident		$50,000

Limits provided herein are the minimum limits required by the Lane County ~~Oregon State Highway~~ Commission and shall in no way be considered a reduction in limits as originally provided in this policy.

220-1039 Knowles Cr. Tunnel Sec. 1958

5217

RECEIVED
NOV 13 1963
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 4, 1963

SUBJECT: Air Velocity and
Relative Humidity
Knowles Creek Tunnel

To:

Mr. L. R. Chandler
Division Engineer
Roseburg, Oregon

In compliance with your request, several air velocity and relative humidity measurements have been made in the Knowles Creek tunnel on Route "F" near Mapleton. These were taken at intervals during the month of October and represent conditions for cool, partly cloudy, calm days. Unfortunately, no readings were taken on warm, dry days.

Air velocity within the tunnel is highly variable both with respect to time and location. Near the portals, the air velocity could vary between 100 and 700 fps within the space of a second. The range of velocities became smaller as the middle of the tunnel was approached. At the middle, velocities ranged from zero to 400 fps, with the mean about 200 fps. Moving from the center line of the tunnel toward the walls generally produced no change in velocities. When the instrument was placed against the lagging, behind the face of the set verticals, the velocity dropped to near zero. Moving from 2 feet above the pavement toward the top of the tunnel produced no change in velocity within the area covered. No measurements were taken at the top of the tunnel, but a reduction in velocity as the lagging was approached would be anticipated. On different days, air currents moved through the tunnel in opposite directions.

Relative humidity measurements were taken with a sling psychrometer and, therefore, could not be taken up against or behind the lagging. Exterior humidity was fairly high on the days measured, ranging from 73 to 86 percent. Interior relative humidity varied from 79 to 90 percent. In general, the relative humidity increased as the air progressed through the tunnel.

If you desire any additional work to be done, please advise.

John C. Jenkins
Assistant Research Engineer

JCJ:bbc
cc: P. M. Stephenson ✓

RECEIVED
NOV 6 1963
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP [illegible] - 1958
FOR FILING

file

OREGON STATE HIGHWAY DEPARTM
(date)
September 5, 1958

(CONTRACT NO.) [illegible]	(EST. NO.)	(CONTRACTOR)	
5217 5217	2 Final	Fred J. Stubbert	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
20306	H222208	$ 558.32	9-5-58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date:	30 workdays from June 30, 1958
Time Extensions:	None
Completion Date:	July 9, 1958
Date Accepted:	July 31, 1958
Penalties:	None of record
Claims:	None of record
Remarks:	

Date: **Sept. 5, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary
Floyd Query
By Floyd Query
Assistant Secretary

Warrant Mailed: SEP 8 1958
GKW

NOTED ON CARD
em

RECEIVED
AUG 28 1958
FOR FILING

[illegible]

217

Aug. 27, 1958

CERTIFIED MAIL

The Aetna Casualty & Surety Co.
Portland Service Dept.
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5217 for concrete curbs on the Knowles Creek Tunnel Section of the Mapleton-Richardson Road in Lane County was completed by the contractor, Fred J. Stubbart, on July 9, 1958, and was formally accepted by the Highway Commission on July 31, 1958.

Final payment in the amount of $558.32 will be released to the contractor on or after Sept. 6, 1958. The total contract amount if $6,915.82, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: Ray D. Pollard Agency
21 11th Ave. W.
Eugene, Oregon

NOTED ON CARD
em

OFFICE OF
COUNTY HIGHWAY ADMINISTRATOR
LANE COUNTY, OREGON
1820 ROOSEVELT BLVD. — P. O. BOX 5186
EUGENE, OREGON

H. O. WALBERG
ADMINISTRATOR

H. O. STROMBOM
ASSISTANT

August 15, 1958

Mr. W. C. Williams
State Highway Engineer
State of Oregon
Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your letter of August 4, 1958 setting forth the work to be done by Lane County on the county portion of the Mapleton-Richardson Highway prior to its acceptance by the State in exchange for the Deadwood Secondary Highway.

This is to advise that items 1 through 3 will be done in accordance with the inspection report of Mr. Walberg and Mr. Morgan.

It is further advised that your recommendation that a 3½ inch lift of asphaltic concrete be placed in the tunnel was approved by the Board of County Commissioners in the regular road meeting of August [illegible], 1958, and the work so ordered. Therefor, item 4 should be amended to read, "Lane County plans to place an 0-9 wearing surface over this section, except that portion lying within the tunnel which shall consist of a 3½ inch lift of asphaltic concrete.

Very truly yours,

H. O. Walberg
Administrator
By:

H. O. Strombom
Assistant

a-S/mk
cc: Co. Comm.

RECEIVED
AUG 19 1958
ENGINEER
COUNTY & CITY RELATIONS

NOTED
C. G. SWENSON

RECEIVED
AUG 6 1958
FOR FILING

August 6, 1958

CERTIFIED MAIL

The Aetna Casualty & Surety Co.
Portland Service Dept.
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Fred J. Stubbert in connection with Contract No. 5217, for concrete curbs on the Knowles Creek Tunnel Section of the Mapleton-Richardson Road in Lane County.

This payment in the amount of $6,357.50, will be released to the contractor on or after August 16, 1958. The retained percentage is $500.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em
cc: Ray D. Pollard Agency
21 11th Ave. W.
Eugene, Oregon

NOTED ON CARD

FORM E-120 5M 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUL 24 1958
FOR FILING

July 24, 1958

Fred J. Stubbert
220 South 2nd
Springfield, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5217, awarded June 19, 1958, for Concrete Curbs on the Knowles Creek Tunnel Section of the Mapleton-Richardson Road in Lane County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUL 15 1958
FOR FILING

[illegible]

[illegible]

July 14, 1958

Mr. Oscar Norberg
County Engineer
Lane County
P. O. Box 3156
Eugene, Oregon

Re: Contract 5217

Dear Sir:

This is in reply to your letter of July 11, concerning the protection of the curb in the Route F tunnel.

Since it will be quite a few years before this tunnel should require concrete lining, I would recommend that you backfill behind the curbs with crushed rock. This rock should be as open a grading as you can secure so that it will not hold moisture against the timber. In the distant future we will have to remove the rock as the foundations for the future lining would go down to the base of the sill of the timber lining, but this will not be any great task to do.

So that your files may be complete, I am sending you a copy of the plans and specifications for this curb.

Very truly yours,

W. C. Williams
State Highway Engineer

By

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
Attach.

cc Mr. W. C. Williams
Mr. Tom Edwards
Mr. Frank Morgan
Mr. C. G. Swenson

OFFICE OF ENGINEER
LANE COUNTY
P.O.Box 3156
EUGENE, OREGON

OSCAR NORBERG
ENGINEER

TELEPHONE:
DIAMOND 3-1528

July 11, 1958

Mr. G. S. Paxson
Ass't State Highway Engineer
Salem, Oregon

Dear Sir:

This is in regard to the work Lane County is to do in the Route "F" tunnel.

We have been informed by your resident engineer that the curbs are now complete and advised that we should protect the curbs from traffic. As soon as the County can haul crushed rock through the Durbin Brothers grading job without too much conflict we will start placing base in front of the curbs and if you advise us we will backfill the curbs with crushed rock.

With the thought that the County would not want to do any work that the State would have to undo when lining the tunnel I asked Mr. Walberg, Administrator, what the State plans were in this regard. He said that he had not seen any plans or correspondence about the backing for the curbs. It is possible that the State has sent this information to the County and it has been filed by some other office. Will you please advise us about the backing for the curbs.

Yours truly,

Oscar Norberg

Oscar Norberg,
Engr.

c.c. Mr. H. O. Walberg, Road Administrator

RECEIVED
JUL 14 1958
SALEM
STATE HIGHWAY COMMISSION

RECEIVED
JUN 30 1958
FOR FILING

[illegible]

5017

June 30, 1958

Board of County Commissioners
Lane County Court
Court House
Eugene, Oregon

Gentlemen:

We are enclosing for the records and files of Lane County a fully executed copy of a Cooperative Construction Agreement between the State Highway Commission and Lane County covering the Knowles Creek Tunnel Section of the Mapleton-Richardson Road, FAS 238 in Lane County.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By______________________________
Floyd Query, Assistant Secretary

rn
Enc. 1

RECEIVED
JUL 8 - 1958
FOR FILING

5217

Salem, Oregon
June 30, 1958

MISC. CONTRACTS and
AGREEMENTS No. 1777

Knowles Creek Tunnel Section
FAS 238, Lane County
Curb Construction

466

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attached is a conformed copy of a cooperative construction agreement with Lane County covering the Knowles Creek Tunnel Section of the Mapleton-Richardson Road, FAS 238 in Lane County.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the County Court of Lane County.

Assistant Secretary

rn
Attach: 1

FORM E-30 50M 8-57—6563

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 17, 1958

SUBJECT: Knowles Creek Tunnel Section
FAS 238, Lane County,
Curb Construction

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the subject project. Two copies have been signed by the Lane County Court and may now be presented to the Highway Commission for approval. Both of these copies require your signature of approval.

This project was approved by the Highway Commission on March 28, 1958.

This completes assignment no. 966.

C. G. Swenson
C. G. Swenson
Engineer, County and City Relations

CGS:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date 6-18-58

AUTHORIZED BY HIGHWAY COMMISSION
DATE 3-27-58 Minute Page 37
Lloyd Query
asst Secretary

FORM E30—80M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

~~RECEIVED~~
~~[illegible] 1958~~
~~LEGAL DEPT.~~

Salem, Oregon
June 9, 1958

SUBJECT: Cooperative construction agreement
Knowles Creek Tunnel Section
Mapleton-Richardson Road (FAS 238)
Lane County

To: Forrest Cooper
Deputy State Highway Engineer

OFFICE

We are attaching herewith, six copies of the above entitled agreement which supersedes the copies of agreement sent you under date of June 4, 1958.

We would appreciate your letting us know when copies of the exhibit maps are furnished by County and City Relations as a copy is needed for attachment to our file copy.

Thank you.

R. A. Holland
ROBERT A. HOLLAND
Staff Attorney

RAH:mmb
Attachments
cc: L. I. Lindas

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 4, 1958

SUBJECT: Cooperative Construction Agreement
Knowles Creek Tunnel Section
Mapleton-Richardson Road (FAS 238)
Lane County

To: Forrest Cooper
Deputy State Highway Engineer

OFFICE

Attached hereto, are six copies of the above entitled agreement as per your request of May 19, 1958.

We would appreciate your letting us know when copies of the exhibit maps are furnished by County and City Relations as we need one to attach to our file copy.

R. A. Holland
ROBERT A. HOLLAND
Staff Attorney

RAH:mmb
Attachments
cc: L. I. Lindas

RECEIVED
JUN - [illegible] 1958
[illegible]
COU[illegible]

RECEIVED
JUN [illegible] 1958
OFFICE OF
[illegible] ENGINEER

RECEIVED
JUN 24 1958
FOR FILING

37

521

June 23, 1958

Fred J. Stubbert
1056 "J" Street
Springfield, Oregon

Dear Mr. Stubbert:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5217 for curb construction on the Knowles Creek Tunnel section of the Mapleton-Richardson Road in Lane County.

This award was based on your bid of $6,548 which was the low bid submitted to the Commission on May 29, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

RECEIVED
JUN 19 1958
FOR FILING
[illegible]

2

FORM E-90X—37,500—8-57—1477

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 17, 1958

To: Mr. C. H. Maison
OFFICE

SUBJECT: Advance Deposit
FAS 238, Lane County

Attached is Lane County's deposit for $7,350. This amount covers the total amount of the contract for the placement of curbs in the Knowles Creek Tunnel, FAS 238 (Route F) in Lane County.

This project is now clear for award of a contract.

C. G. Swenson

C. G. Swenson
Engineer, County and City Relations

JDG:mm
Att.

cc: G. S. Paxson
S. H. Probert

NOTED
G. S. PAXSON

RECEIVED
JUN 18 1958
OFFICE OF
STATE HIGHWAY ENGINEER

MEMO TO FILES - May 1, 1958

RE: Curb construction,
Knowles Creek Tunnel
Mapleton-Richardson Road
FAS 238, Lane County

In telephone conversation with H. O. Walberg this date he stated it would be satisfactory to build the subject project with straight county funds. He also stated a 20-inch high curb is satisfactory with the county if satisfactory with the state.

C. G. Swenson

CGS:mm

9

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APR 14 1958
FOR FILING

Const
Bid
Co. R[illegible]

Salem, Oregon
April 11, 1958

Curb Construction, Knowles Creek Tunnel
Mapleton-Richardson Road
FAS 238, Lane County

Mr. Frank Hall
OFFICE

Lane County has requested the State to prepare plans and specifications for construction of concrete curbs in the Knowles Creek Tunnel.

Will you please take the proper steps to have plans and specifications prepared so bids can be received at the June Commission meeting.

Work to be contracted will be for curb construction only and Lane County will place the backfill behind the curbs. The curb should be a modified type c with a lip provided to support a future precast concrete slab walk.

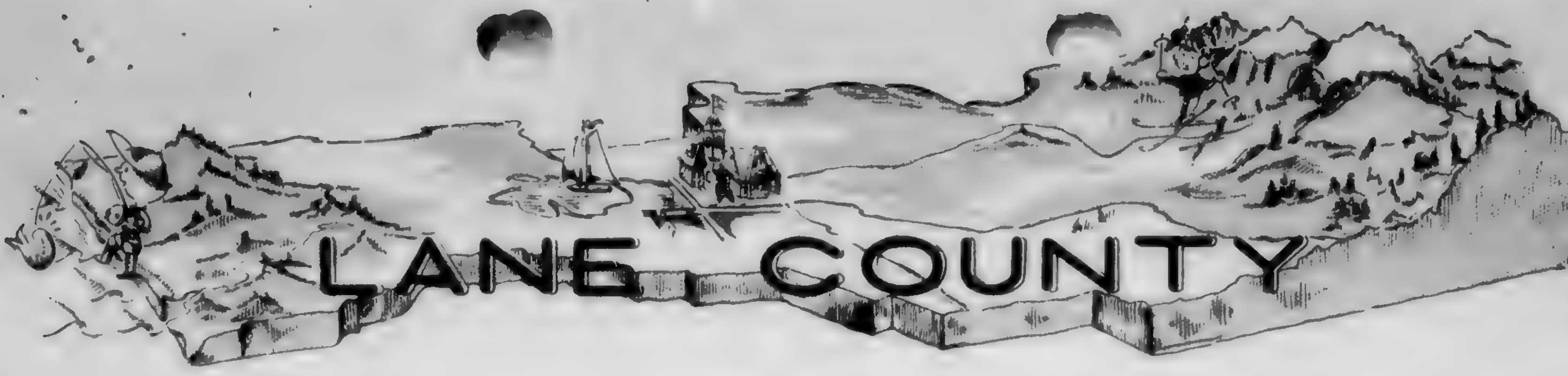
G. S. Paxson
Assistant State Highway Engineer

CGS:mm

cc: Tom Edwards
V. G. O'Neil
C. G. Swenson

P.S. Please contact Mr. Merchant for design of the eventual tunnel lining. The curb should be built so that it provides a support for the future safety curb.

cc Mr. Tom Edwards
Mr. V. G. O'Neil
Mr. C. G. Swenson



LANE COUNTY

EUGENE, OREGON

BOARD OF COUNTY COMMISSIONERS
RALPH PETERSEN
KENNETH NIELSEN
ROBERT W. STRAUB

RECEIVED
APR 10 1958
ENGINEER
COUNTY & CITY RELATIONS

April 9, 1958

Re: "F" Route Tunnel
Lane County, Ore.

W. C. Williams
Oregon State Highway Engineer
Salem, Oregon

Att: C. G. Swenson ✓
State Aid Engr.

Dear Mr. Williams:

One of the projects to be completed by Lane County on Route "F", previous to turning over this section of highway to the State is:

1. Place concrete footings for future tunnel lining.

2. Place curb.

We would like to have the State Highway Dept. design, call for bids, and supervise the construction of this project. The cost to be paid for by Lane County, after July 1, 1958.

We understand that there is a possibility of a new F.A.S. allotment if the President signs the bill. If so, we desire to have F.A.S. money applied to this project.

If the above arrangements can be made we shall send the required advance deposit for the engineering cost.

Yours truly,

Ralph Petersen
Ralph Petersen

Kenneth Nielsen
Kenneth Nielsen

Robert W. Straub
Robert Straub

RECEIVED
APR [illegible]
OREGON
STATE HIGHWAY COMMISSION

P_N_S:mk

DUS-265(5) 12th St.-E. City Limits 1958
(Salem) Section.
5218

RECEIVED
1959
FOR FILING

April 24, 1959

NOTED
W. C. WILLIAMS

12th St.-East City Limits (Salem)
Contract No. 5218

FINAL COST ANALYSIS
Grading and Paving
Contractor: Central Paving Co,
Resident Engineer: Alfred Shirley, Jr.

Silver Falls Hwy.
Prefix 124-1037
Project DUS 265(5)

5218

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	100%	All	7,350.00	4,825.00	4,825.00	7,350.00
Removal of Pavement	474	Sq.Yd.	1.00	.99	467.21	474.00
Removal of Curbs	6,812	Lin.Ft.	.60	.60	4,089.93	4,087.20
Removal of Walks & Driveways	4,215.8	Sq.Yd.	.45	.44	1,842.25	1,897.11
Removal of Catch Basins	24	Each	20.00	20.00	480.00	480.00
Drainage Excavation	184.69	Cu.Yd.	2.60	2.25	415.56	480.19
General Excavation	4,840.2	Cu.Yd.	1.50	1.39	6,740.65	7,260.30
Finishing R.B. & Slopes	.95	Mile	750.00	655.72	622.93	712.50
8" Sewer Pipe	1,248	Lin.Ft.	1.75	1.70	2,121.60	2,184.00
10" Sewer Pipe	498	Lin.Ft.	1.95	1.90	946.20	971.10
12" Sewer Pipe	384	Lin.Ft.	2.10	2.05	787.20	806.40
Extra for Pipe under Pavement	442	Lin.Ft.	3.20	2.73	1,204.85	1,414.40
Concrete Manholes	11	Each	152.00	150.00	1,650.00	1,672.00
Concrete Inlets Type "G"	27	Each	42.00	40.00	1,080.00	1,134.00
Adjustment of Manholes	7	Each	25.00	25.00	175.00	175.00
Adjustment of Lamp Holes	2	Each	20.00	20.00	40.00	40.00
Concrete Curbs	268.94	Cu.Yd.	31.25	31.00	8,337.14	8,404.38
Concrete Driveways	1,927.92	Sq.Yd.	3.65	3.65	7,030.51	7,036.91
Concrete Walks	1,133.61	Sq.Yd.	2.75	2.73	3,090.75	3,117.43
Coarse Cr.Mat'l in Base	5,709	Cu.Yd.	3.00	2.91	16,630.26	17,127.00
3/4"-0 Cr.Mat'l in Base	607	Cu.Yd.	3.40	3.46	2,098.14	2,063.80
Sprinkling	78	M-Gal.	3.50	3.85	299.94	273.00

Final Cost Analysis - Page 2
12th St.-East City Limits (Salem) - Contract No. 5218

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Class "B" Asph. Concrete	3,734.07	Ton	6.85	6.49	24,245.02	25,578.38
RS-1 Asphalt	2	Ton	65.00	58.17	116.34	130.00
Alteration to Existing Structure	100%	All	1,000.00	1,000.00	1,000.00	1,000.00
Class "A" Concrete	12	Cu. Yd.	75.00	75.00	900.00	900.00
Metal Reinforcement	2,100	Lb.	.155	.155	325.50	325.50
PA#1 6" Perf. Conc. Dr. Pipe	132	Lin. Ft.	2.50	2.00	264.00	330.00
PA#2 2" Iron Pipe	22	Lin. Ft.	2.50	1.35	29.77	55.00
PA#2 4" Conc. Drain Pipe	22	Lin. Ft.	2.50	1.46	32.11	55.00
PA#3 Cement Adj. (favor of Cont)	47.03	Bbl.	4.34	4.34	204.11	204.11
Force Account					868.00	933.32
					$ 92,959.97	$ 98,672.03

Gross Revenue	$ 98,672.03
Total Cost	92,959.97
Profit	$ 5,712.06

Net Profit equals 5.8% of Gross Revenue

DETAIL OF COST - CONTRACT No. 5218

Labor:		
Labor	$ 13,041.80	
Labor Insurance	1,250.93	
Health and Welfare	424.10	$ 14,716.83
Materials:		
Cr. gravel purchased from Walling Sand & Gravel Co.	8,617.65	
Class "B" Mix purchased from American Asphalt Co.	16,651.19	
RS-1 Asphalt	72.90	25,341.74
Equipment Rental and Miscellaneous Supplies:		
Equipment Rental, Owned	10,208.39	
Equipment Rental, Hired	1,575.70	
Gas, Oil, and Grease	2,875.60	
Bond	592.03	
P.U.C.	86.50	
P.L. and P.D. Insurance	163.02	
Small Tools and Miscellaneous Supplies	748.50	
Freight and Cartage	638.55	
Amount paid Rocque for clearing and grubbing	4,825.00	
Amount paid Frank & Harry for pipe installation and concrete manholes and inlets	7,544.00	
Amount paid E.N. Peterson for concrete driveways and walks	10,121.26	
Amount paid Cushing Bros., for concrete curbs	10,462.64	
Home Office and General Overhead	2,960.16	52,901.40
TOTAL		$ 92,959.97

Remarks - Contract No. 5218

This was a "Federal Aid Urban Project" calling for the grading and paving of .95 mile of highway roadbed on the 12th Street-East City Limits (Salem) Section of the Silver Creek Falls Highway (State Street) in Marion County.

The contract was bid May 29, 1958 and awarded June 19, 1958. Work started June 5, 1958 and the project was completed November 10, 1958.

The clearing and grubbing was done by Nap Rocque, clearing contractors, who moved in a crew of five men with power saws and one truck on June 5, 1958. This operation required approximately four weeks. A good profit was realized on this item.

The contractor started the excavation as soon as the clearing was completed. Removal of the curbs, walks, and driveways was done simultaneously with the excavation using a 1/2-cubic yard shovel, three trucks, and a tractor with a front end loader. The contractor excavated on one side of the street at a time as this was primarily a widening project. Fair progress was made on the excavation.

The contractor placed the base rock as soon as the dirt was removed, to protect the traveling public. Low production on the excavation resulted in only a small profit.

The installation of the sewer pipe, concrete manholes, concrete inlets, and the adjustment of manholes and lamp holes was done by Frank & Harry, concrete contractors. The concrete curbs were installed by Cushing Brothers and the walks and driveways were placed by E.N. Peterson.

The crushed gravel was purchased from a commercial crushing plant near Salem and hauled and placed by the contractor's equipment and a few hired trucks.

The Class "B" asphaltic concrete was purchased from the American Asphalt Company plant north of Salem, hauled and placed by the contractor's equipment.

The contractor had good bid prices, good equipment, and good supervision realizing a fair profit.

M.N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
PR 30 1959
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

Feb. 16, 1959

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
xxxx 5218	7 final	Central Paving Co.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
3111	H236315	$ 2,894.89 2/16/59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion date: 75 workdays from June 30, 1958

Time Extensions: None

Completion Date: Nov. 10, 1958

Date Accepted: Jan. 22, 1959

Penalties: None of record

Claims: None of record

Remarks:

Date: Feb. 17, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:

NOTED ON CARD

RECEIVED
FEB 9 1959
FOR FILING
[illegible]
5218

Feb. 6, 1959

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5218, for grading and paving on the 12th St.-E. City Limits (Salem) Section of the Silver Creek Falls Highway in Marion County was completed by the contractor, Central Paving Company, on Nov. 10, 1958, and was formally accepted by the Highway Commission on Jan. 22, 1959.

Final payment in the amount of $2,894.89 will be released to the contractor on or after February 16, 1959. The total contract amount is $98,672.03, of which amount $933.32 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland, 4, Oregon

NOTED ON CARD

A

RECEIVED
JAN 8 - 1959
FOR FILING

Jan. 7. 1959

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Central Paving Company in connection with Contract No. 5218, for grading and paving on the 12th Street-E. City Limits (Salem) Section of the Silver Creek Falls Highway in Marion County.

This payment, in the amount of $5,611.98, will be released to the contractor on or after Jan. 17, 1959. The retained percentage is $2,962.18.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
NOV 19 1958
FOR FILING

[illegible]

[illegible]

November 18, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on November 10, 1958, on Contract No. 5218, 12th St.-East City Limits (Salem) Section, in Marion County, in connection with Federal Aid Project No. DUG-265(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

cc: Clarence G. Swenson

Form E-1—10M

(U 2585)
5218

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 16, 1958

Section 12th St. E City Limits (Salem)

Kind of work Grading and Paving

Highway Silver Creek Falls County Marion

Section prefix 124-1037

Contractor Central Paving Co

Contract number 5218

Date of contract June 19, 1958

Specified work days 75

Date work started June 5, 1958

Work days used 65

Project authorization $113,672.25

Exclusive of engineering $105,588.89

Per cent of time elapsed 86.6 %

Estimated cost of completed project, exclusive of engineering $105,588.89

Estimated per cent overrun or underrun %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $8083.36

Engineering cost to date $8830, 109 %

Date project was completed November 10, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor poured one small section of sidewalk at 24th St. This completes the project.

Final Report.

CONSTRUCTION DIVISION
RECEIVED
NOV 18 1958
NOTED- ☐ ☐ ☐ ☐
CE ACE ACE COE

NOTED
C. E. PAULSEN

Signed

Address 208 Laboratory Building, Salem.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project 0	0.95	0.95			0.95
Miles partially completed					
Miles completed	0.95	0.95			0.95
Total estimated quantities (contract)	5500	5700			3900
Total quantities corrected to date	4888.5	6316			3734.07
Estimated quantities moved or placed to date	4888.5	6316			3734.07
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

RECEIVED
CONSTRUCTION DIVISION

Men

Supervision

Men and trucks under 3 tons

Men and trucks over 3 tons

Men and tractors

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Showers		
Tuesday			Holiday
Wednesday	Rain		
Thursday	Showers		
Friday	"		
Saturday			

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OCT 13 1958
FOR FILING

[illegible]

5715

NOTED
W. C. WILLIAMS

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 9, 1958

SUBJECT: Assignment No. 64 Y
12th St.-East City Limits
Silver Creek Falls Highway
Contract No. 5218

To:

Mr. Tom Edwards
Construction Engineer
Office

Attention: Mr. L. H. Young

In the subject matter, Resident Engineer Shirley has investigated and reports as follows:

Mrs. Kansier fell on a broken concrete sidewalk at 19th and State on the north side of the street. She broke her glasses and suffered a cut. Shirley reports that Central Paving got in touch with the Kansiers and obtained a signed release from Mr. Kansier providing that the contractor pays for the glasses and the doctor bill, which they intend to do. The injury was apparently minor.

J. D. Walker
Division Engineer

JDW:AM

[illegible] 1958 [illegible] ENGINEER

CONSTRUCTION DIVISION
RECEIVED
OCT 10 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

October 1, 1958

REFERRED TO
Edwards
By State Highway Engineer

Mrs. Chris. F. Kansier
285 South 22nd. Street
Salem, Oregon

Dear Mrs. Kansier:

This office has conducted an investigation as to your accident on State Street September 15. As you are probably aware, State Street, at that time, was under construction. This construction project was performed by Central Paving Company. The City of Salem was in no way connected with this work.

The over-all project was also under the supervision of the State Highway Department. It would be my suggestion that you present your claim to Mr.. W. C. Williams, engineer for the State Highway Department, or Central Paving Company, which is located in Independence, Oregon. If we may be of any further assistance to you on this matter, please notify us at your convenience.

Very truly yours,

William J. Juza
Asst. City Attorney

WJJ:njn
cc: W. C. Williams

RECEIVED
OCT 2 1958
OREGON
STATE HIGHWAY COMMISSION

CONSTRUCTION DIVISION
RECEIVED
OCT - 2 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Young

October 1, 1958

REFERRED TO
Edwards
By State Highway Engineer

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285 South 22nd. Street
Salem, Oregon

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The over-all project was also under the supervision of the State Highway Department. It would be my suggestion that you present your claim to Mr.. W. C. Williams, engineer for the State Highway Department, or Central Paving Company, which is located in Independence, Oregon. If we may be of any further assistance to you on this matter, please notify us at your convenience.

Very truly yours,

William J. Juza
Asst. City Attorney

WJJ:njn
cc: W. C. Williams ✓

RECEIVED
OCT 2 1958
OREGON
STATE HIGHWAY COMMISSION

CONSTRUCTION DIVISION
RECEIVED
OCT - 2 1958
NOTED-- ☐ ☐ ☐ ☐ ☐
CE ACE ACE COE

Young

RECEIVED
OCT 8 1958
FOR FILING

5218

Salem, Oregon
October 6, 1958

MISC. CONTRACTS and
AGREEMENTS No. [illegible]

Cooperative Construction Agreement
12th Street-East City Limits Section
Silver Creek Falls Highway
City of Salem

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

251

Attention: Mr. John D. Graham
Office Engr., City & County Relations

Attached is a conformed copy of a cooperative construction agreement with the City of Salem covering the 12th Street-East City Limits Section of the Silver Creek Falls Highway in the City of Salem.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City of Salem.

Secretary

rn
Attach: 1

RECEIVED
OCT 6 1958
FOR FILING

5

October 6, 1958

Mr. Alfred Mundt, City Recorder
City of Salem
City Hall
Salem, Oregon

Dear Mr. Mundt:

We are enclosing for the records and files of the City of Salem a fully executed copy of an agreement between the State Highway Commission and the City of Salem covering cooperative construction on the 12th Street-East City Limits Section of the Silver Creek Falls Highway in the City of Salem.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

FORM E-30 80M 8-57—6583

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

September 25, 1958
Salem, Oregon

SUBJECT: Cooperative Construction Agreement
12th Street-East City Limits Section
Silver Creek Falls Highway
City of Salem

To: Mr. G. S. Paxson
OFFICE

Attached are two copies of an agreement covering the subject named project. Two copies of the agreement have been signed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved by the Commission 5/8/58 and is a "D" project.

John D Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date 9/25/58

AUTHORIZED BY HIGHWAY COMMISSION
DATE 5-8-58 Page 49
Secretary

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 15, 1958

SUBJECT: Proposed agreement
City of Salem
Silver Creek Falls Highway, #163

To: G. S. Paxson
Ass't State Highway Engineer

OFFICE

Attached hereto, are six copies of the above named proposed agreement with the City of Salem as per your letter of May 5, 1958.

We have received no exhibit for our file copy and therefore, would appreciate your notifying us when they are available.

If the City of Salem objects to paragraph 5 under THINGS TO BE DONE BY CITY, it might be suggested to the city officials that they agree to reimburse us instead of holding us harmless for any change of grade costs.

GLEN V. SORENSEN
Staff Attorney

GVS:mmb
Attachments
cc: L. I. Lindas

RECEIVED
19 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
SEP 2 - 1958
FOR FILING

August 29, 1958

Mr. Fred C. Voigt
Central Paving Company
Post Office Box 38
Independence, Oregon

Dear Mr. Voigt:

12th Street-East City Limits (Salem) Section
Silver Creek Falls Highway, Contract No. 5218

Your letter of August 22 regarding work on the subject-named project has been received. We are quite concerned about your statement that no more major work would be performed until the utilities on the project are moved and out of the way. We are very desirous of having this project completed this year.

We are aware that there are conflicts between road construction work and the work of the utilities in moving their facilities. Such conflict is inherent in all jobs of this type. The utility companies were contacted prior to letting of this project, and they gave us a tentative schedule for the completion of their work. They have held to this schedule quite closely and this information was available to you prior to your bidding the project.

Your action of ceasing work or slowing down work on this project is in violation of the contract specifications, and I refer you to Section 1.8.2 of the General Specifications dealing with "Prosecution of Work", in which it is stated there shall be no voluntary shutdown or slowing down of operations without prior approval of the engineer. There is, at the present time, considerable work that can be carried on throughout the project without conflict with the utilities. The north side of the street has been excavated, with some base rock placed. Intermittently throughout this side there are at the present time curbs, sidewalks, and driveways to be constructed and several areas where base rock could be placed and paving operations could be carried forward. The only remaining facilities on the north side of the street at this time are between 14th Street and 17th Street. These will be removed not later than September 5. The utility companies have assured us that they will have all of these facilities on the south side of the street cleaned up by September 17.

Your statement, "Practically no work was done by these companies during our recent 5 week strike", is not true. The Telephone Company awarded a contract for the installation of an underground conduit in June, which project was completed on the 23rd of July. At that time the Telephone Company started stringing cable in the conduit, with splicing being started on July 28, since which time it has been splicing 24 hours a day on a five-day-week basis. The Portland General Electric Company has worked almost continuously throughout the summer on the rearrangement of its facilities.

In view of the work that can be carried on at this time, as outlined above, we will continue charge of workdays in accordance with the Special Provisions on this project. All jobs of this nature require a coordination of effort, and we solicit your cooperation.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. J. D. Walker

LHY:jc FC:me hi

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 26, 1958

SUBJECT: 12th St.-E. City Limits (Salem) Section
Silver Creek Falls Highway
Contract No. 5218

To: Mr. Tom Edwards
Construction Engineer
Department

In regard to the letter recently received from the contractor on the subject project concerning the coordination and progress of the removal of various public utilities on the subject project, the following are some pertinent facts:

Bids were opened on this project May 29, 1958. The contract was awarded June 19, 1958. The contractor started working June 5, 1958. The first work performed was the clearing and grubbing on the south side between the beginning of the project and 19th Street. This clearing and grubbing was completed during the week of June 29.

The telephone company immediately let a contract for the installation of underground conduit through this area. This contract was completed July 23, at which time the telephone company started stringing their cable through the conduit. This conduit was installed and the splicing was started July 28, since which time the telephone company has been working 24 hours a day five days a week on splicing work to rush this project. Their present estimated date of completion for the removal of the old facilities between 13th and 19th Streets is September 5. The remainder of their facilities from 19th to the end of the project will be completed three days working after Portland General Electric have moved their facilities, which is September 12.

Portland General Electric started moving their facilities prior to the awarding of the contract and have worked almost continuously since that time with very few days off, when they were required to perform other work to keep their facilities in order. Their present schedule is as follows:

Their only remaining facilities on the north side of State Street, which are between 14th and 17th Streets, will be removed not later than September 5. All the remaining facilities will be removed not later than September 12.

These schedules very closely conform to the schedules given us by these utility companies prior to the awarding of the contract. Portland General Electric gave us the date of September 15 to be through with their work, while the telephone company estimated it would take approximately three months for them to complete their work. This information was available to the contractor before he submitted his bid on this project. We believe these utilities have cooperated with us as far as practical.

I can see no legal reason why we should not continue workdays on this project, as there is considerable work available to them at this time. As you may know, the north side of the street has been excavated with some base rock placed. Intermittently throughout this side there are curbs, driveways and sidewalks to be constructed and several areas where base rock could be placed.

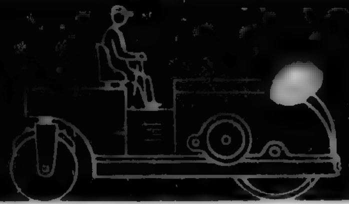
Attached is a rough draft of a letter in reply to the letter received from Central Paving.

J. D. Walker
Division Engineer

By

R. D. Asburry
Assistant Division Engineer

RDA:AM



Ackp 8/27

... CENTRAL PAVING COMPANY

CPC

PLANTS: SALEM • DALLAS • INDEPENDENCE • • • • • MAILING ADDRESS: P. O. BOX 38 **INDEPENDENCE, OREGON**

TELEPHONE:
SALEM: EMPIRE 3-5468
DALLAS: MAYFAIR 3-4141
INDEPENDENCE: 231

August 22, 1958

REFERRED TO
Cooper
By State Highway Engineer

PLEASE RETURN TO
FORREST COOPER

State Highway Engineer
Oregon State Highway Dept.
Salem, Oregon

Re: Contract #5218

Dear Sir:

This letter is to serve notice that effective August 25,1958 no more major work will be performed on the subject contract 12th Street-E. City Limits (Salem) Section, Silver Creek Falls Highway until all utilities are moved and out of our way.

We feel that your department has failed to properly coordinate the removal of various utilities i.e. power & telephone poles. Our personal observation is that the utility companies are making very little effort to move their facilities. Practically no work was done by these companies during our recent 5 week strike.

These matters have been brought to the attention of your resident engineer many times but still the problem exists.

Since our contract is with the Oregon State Highway Commission, we feel our complaint, and possible future claims, should be directed to you as a matter of record.

We hope that you will take a personal interest in this problem and correct it immediately. We do not feel that we should be charged time until this condition has been met. If it is not corrected shortly the possibilities of our paving this project this year become very remote.

Copies of this notice are being sent to the City of Salem Engineer.

Very truly yours,

CENTRAL PAVING CO.

Fred C. Voigt

Fred C. Voigt

FCV/dp
cc: J.D. Walker, Div. Eng.
Alfred Shirley, Res. Eng.
Hal Davis, City of Salem Eng.

RECEIVED
AUG 18 1958
FOR FILING

5211

August 15, 1958

Mr. H. H. Harris
2985 Fisher Road N. E.
Salem, Oregon

534

Dear Mr. Harris:

In reply to your letter of July 23, I wish to advise that I have had this matter of the curb in the vicinity of your restaurant on State Street investigated and find that our original plan for the replacement of a curb had to be modified by shifting the easterly end of the curb somewhat to the north. This would reduce the area back of the curb to a point where parking would not be feasible.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. J. D. Walker

FC:me er

FORM E-30 50M 8-57

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 29th, 1958

SUBJECT:

To: Mr. Forrest Cooper
Deputy State Highway Engineer
Office

I attach hereto a report from Asburry concerning the request of H. H. Harris to use certain property of the Highway Department in the vicinity of 25th Street for off street parking.

Asburry comes in with a rather weak recommendation to approve the request. However, in my opinion use of the space for parking would be a detriment to traffic entering State Street from the north and east, and I recommend that the request not be granted. I attach a rough draft so stating.

Tom Edwards
Tom Edwards
Construction Engineer

TE:AR
Enc.

NOTED
FORREST COOPER

RECEIVED
JUL 29 1958
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
July 28, 1958

SUBJECT: Assignment 379-E
12th Street-East City Limits
(Salem) Section
Silver Creek Falls Highway

To:

Mr. Tom Edwards
Construction Engineer
Department

Herewith returned a letter from H. H. Harris regarding the development and use by Mr. Harris of the property lying outside the curb line of the subject project on the north side between Station 59 and 60+50.

From the highway point of view, I can see no reason why the sidewalk could not be constructed parallel to the curb line in this area as requested in Mr. Harris's letter. This, I think, should be a decision made by the City, as it has nothing to do with the traveling portion of the road it being outside the curb line.

Some thought was given to constructing the curb 10 feet farther from the centerline through this area, making a strip for parallel parking. This was abandoned due to the fact that two approaches have to be constructed in this area, leaving too small a distance to allow parking. Under the present plan we have no sidewalk to build through this area. If Mr. Harris's plan is approved, I should think it would be his responsibility to construct the sidewalk and driveways back of the curb line. When constructing the curb line, we would drop the curb line for these approaches.

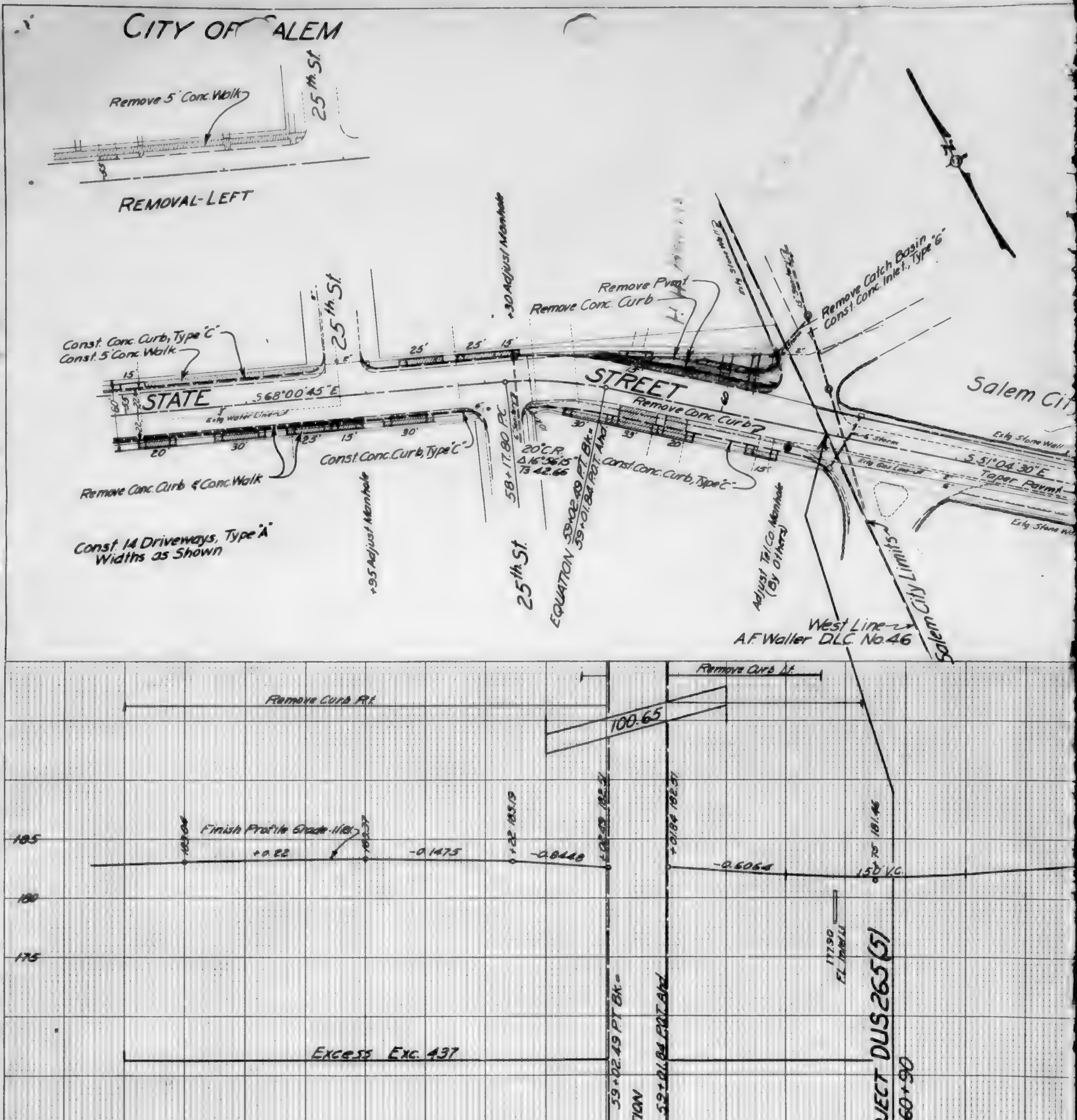
Attached is a print of this area showing shaded in red the area of sidewalk construction mentioned by Mr. Harris. The additional approach as shown on this sketch is necessary due to the construction by Mr. Harris of a restaurant in this location.

J. D. Walker
Division Engineer
By R. D. Asburry
R. D. Asburry
Assistant Division Engineer

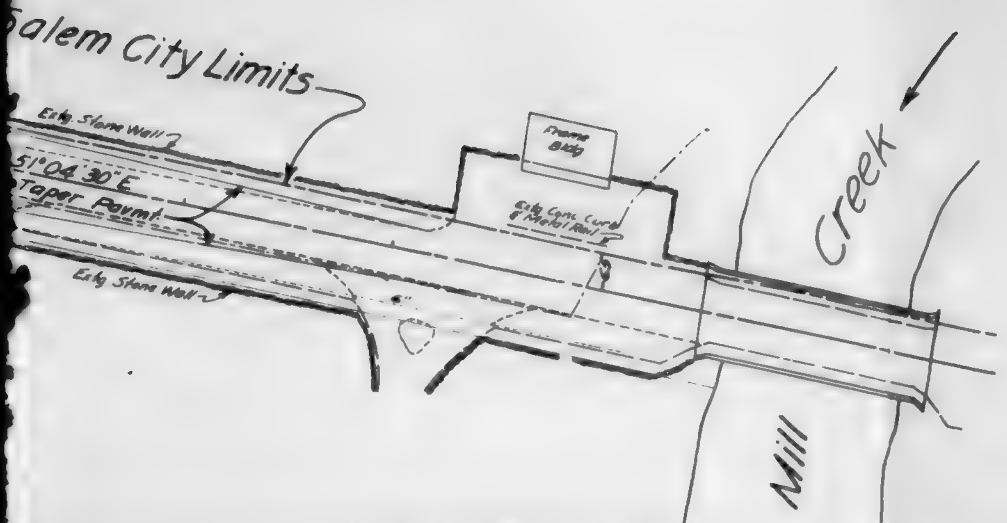
CONSTRUCTION DIVISION
RECEIVED
JUL 29 1958

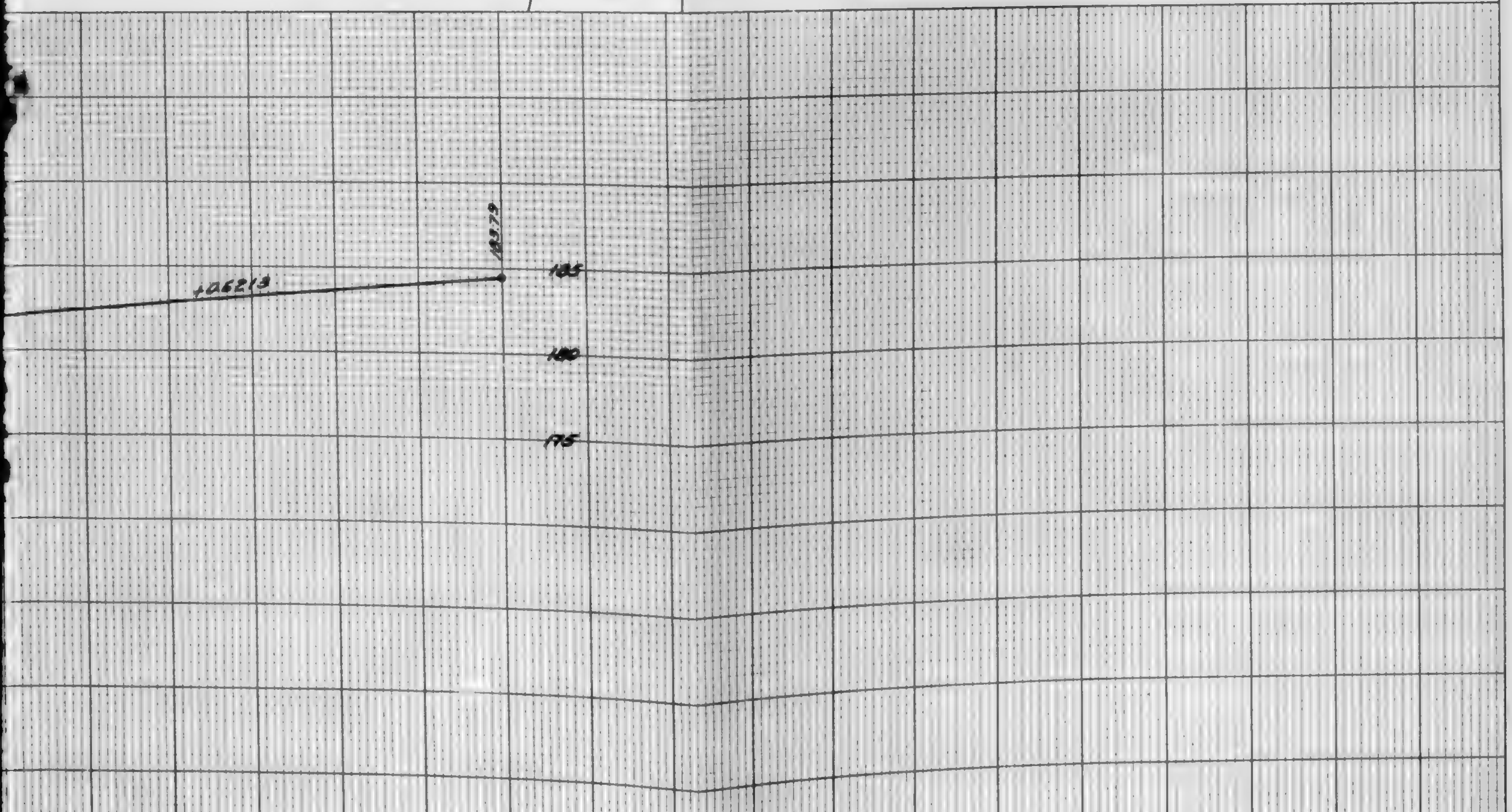
RDA:AM

NOTED-- ☐ CE ☐ ACE ☐ ACE ☐ ☐ COE


CITY OF SALEM
Remove 5' Conc. Walk
25th St.
REMOVAL-LEFT
+30 Adjust Manhole
Remove Pvmt.
Remove Conc. Curb
Remove Catch Basin
Const. Conc. Inlet, Type "G"
Const. Conc. Curb, Type "C"
Const. 5' Conc. Walk
25th St.
15
25'
25'
15'
STATE
S 68°00'45" E
STREET
Esly Water Line
Remove Conc. Curb
Salem City
Esly Stone Wall
6" Storm
Esly Gas Line
S 51°04'30" E
Taper Pvmt.
Esly Stone Wall
20'
30'
25'
15'
30'
30
35'
20'
15'
Const. Conc. Curb, Type "C"
20' C.R.
Δ 16°56'15"
T 3 42.66
58+17.80 P.C.
EQUATION 59+02.49 P.T. Bk.= 59+01.84 P.O.T. Ahd.
Const. Conc. Curb, Type "C"
Remove Conc. Curb & Conc. Walk
+95 Adjust Manhole
Const. 14 Driveways, Type "A" Widths as Shown
25th St.
Adjust Tel. Co. Manhole (By Others)
Salem City Limits
West Line A.F. Waller D.L.C. No. 46
Remove Curb Lt.
Remove Curb Rt.
100.65
185
180
175
183.04
Finish Profile Grade-(Ref.)
182.37
+0.22
-0.1475
+22 183.19
-0.8448
+02.49 182.31
+01.84 182.31
-0.6064
+75 181.46
150' V.C.
177.90 F.L. Inlet
Excess Exc. 437
59+02.49 P.T. Bk.=
EQUATION
59+01.84 P.O.T. Ahd.
END OF PROJECT DUS 265(5)
STA. 60+90
55
60

12TH ST.-E. CITY LIMITS(SALEM) SEC. SILVER CREEK FALLS HIGHWAY MARION COUNTY				SHEET No 6
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	DUS-265 (5)		See index





2985 Fisher Rd. N.E.

Salem, Oregon
July 23, 1958

PLEASE RETURN TO
FORREST COOPER

State Highway Commission
State of Oregon
Salem, Oregon

Attention: Stanley Lewis

Gentlemen:

The undersigned is the present owner of certain lands located North of State Street and immediately West of the State Penitentiary grounds. I am at the presenttime in the process of erecting a restaurant building upon a portion of my said premises, wherein I am planning to operate a drive-in restaurant.

At the present time the State Highway Department, in cooperation with the City of Salem, is changing the curb lines of State Street immediately in front of my property so as to extend the curb line approximately 30 to 35 feet South of it's present location, so that a large area of land will be located in front of the restaurant building. I understand that it is the plan to extend the sidewalk practically in the same position as formerly. It would be of great advantage to me in this instance if the sidewalk could parallel and be adjacent to the curb lines so that the area in front of the restaurant might be used for parking purposes. I would therefore propose, if the Department would consider laying the sidewalk as indicated adjacent to the new curb lines, to re-surface the area between thepresent curb lines and the new one. I would also bear the expense of putting in the new sidewalk, of course, under the supervision of both the Department and the City of Salem, and would agree to maintain the hard surfaced area between the sidewalk and my building. I will also agree to maintain the ground between the sidewalk and the new curb lines by placing the same in lawn.

Your cooperation in this regard will be appreciated.

I am sending a copy of this letter to Harold Davis, City Engineer of the City of Salem, for his observation.

Very truly yours,

L. H. Harris

RECEIVED
JUL 24 1958
OREGON
STATE HIGHWAY COMMISSION

FORM E-30 25M 9-51 82515

5518

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 11, 1958

SUBJECT: Maintenance of Driveways
State Street Section, Salem

To: Mr. I. A. DeFrance
Maintenance Engineer
Salem

In response to Mr. Cooper's call to you last Thursday asking that we take immediate steps to recondition and maintain the driveway approaches on the State Street Section construction here in Salem during the strike period I wish to advise that immediately after you talked with Section Foreman Hamilton (in the absence of Walker, Asburry, Wimer, and Lacey) he added fine rock to the approaches in serious need of repairs.

This morning D.M.S. Lacey and I went over this section and arranged to have all approaches on this section brought to a satisfactory condition tomorrow and that a man would go over this section every day until the strike is settled, making certain the driveways stay in a satisfactory condition.

J. D. Walker
Division Engineer

By

G. W. Wimer
Assistant Division Engineer

GWW:ps

cc Mr. Forest Cooper
Mr. F. T. Lacey

RECEIVED
[illegible] 1[illegible] 1958
OFFICE OF
STATE HIGHWAY ENGINEER

Oregon State Highway Department

Federal Aid
Project No. DUS-265(5)

12th STREET-EAST CITY LIMITS (SALEM) SECTION
OF THE SILVER CREEK FALLS HIGHWAY IN MARION COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon August 6, 1958

215

Type Code 6201
Roadway (Sta. 13+88 to Sta. 60+90)(Contract No. 5218)

Clearing and Grubbing	All Required (90%)		$6,615.00
Removal of Pavement	310 sq. yds.	1.00	310.00
Removal of Curbs	6,180 lin. ft.	.60	3,708.00
Removal of Walks and Driveways	3,870 sq. yds.	.45	1,741.50
Removal of Catch Basins	26 only	20.00	520.00
Drainage Excavation, Unclassified	400 cu. yds.	2.60	1,040.00
General Excavation, Unclassified	5,390 cu. yds.	1.50	8,085.00
Finishing Roadbed and Slopes	0.88 mile	750.00	660.00
8-inch Sewer Pipe	1,140 lin. ft.	1.75	1,995.00
10-inch Sewer Pipe	360 lin. ft.	1.95	702.00
12-inch Sewer Pipe	600 lin. ft.	2.10	1,260.00
Extra for Pipe Under Pavement	440 lin. ft.	3.20	1,408.00
Concrete Manholes	8 only	152.00	1,216.00
Concrete Inlets, Type "G"	30 only	42.00	1,260.00
Adjustment of Manholes	11 only	25.00	275.00
Adjustment of Lampholes	2 only	20.00	40.00
Concrete Curbs	222 cu. yds.	31.25	6,937.50
Concrete Driveways	2,250 sq. yds.	3.65	8,212.50
Concrete Walks	780 sq. yds.	2.75	2,145.00
Coarse Crushed Material in Base	5,030 cu. yds.	3.00	15,090.00
3/4" - 0 Material in Base	590 cu. yds.	3.40	2,006.00
Sprinkling	138 M-gals.	3.50	483.00
Class "B" Asphaltic Concrete	3,855 tons	6.85	26,406.75
RS-1 Asphalt	4 tons	65.00	260.00
			$92,376.25
Flagging (57½% of Contractors Costs)	All Required		1.900.00
Moving Signal Poles (S.P.)			350.00
	Subtotal		$94,626.25
	10% Engr. & Cont.		9,462.62
	Total		$104,088.87

Type Code 1021

Mill Creek Bridge (Sta. 35+94.92 to Sta. 36+44.22)(Contract No. 5218)

Class "A" Concrete	12 cu. yds.	$ 75.00	$ 900.00
Metal Reinforcement	2,100 lbs.	.155	325.50
Alteration to Existing Structure	All Required		1,000.00
	Subtotal		$ 2,225.50
	10% Engr. & Cont.		222.50
	Total		$ 2,448.05

Length of Roadway	0.882 mile
Length of Structure	0.009 mile
Total Length	.0.891 mile
Cost of Roadway Per Mile	$118,014.59

SUMMARY OF FUNDS

Description	Total Cost	Federal "DU" Funds	Federal "LU" Funds	City Funds
Roadway	$104,088.87	$77,600.00	$ 9,770.00	$16,743.14
Structure	2,448.05	1,800.00	230.00	393.78
	$106,536.92	$79,400.00	$10,000.00	$17,136.92

State Funds for Const.: Chap. 175, laws, 1917; Chap. 31, laws, 1920;
Chap. 529, laws, 1939
State Funds for Maint.: Chap. 529, laws, 1939

Oregon State Highway Department

Federal Aid
Project No. DUB-265(5)

12TH STREET-EAST CITY LIMITS (SALEM) SECTION OF THE SILVER CREEK FALLS HIGHWAY IN MARION COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon, May 14, 1958

Type Code 6201
Roadway (Sta. 13+88 to Sta. 60+90)

Clearing and Grubbing	All	Required (90%)		$ 7,200.00
Removal of Pavement	310	sq. yds.	$1.00	310.00
Removal of Curbs	6,180	lin. ft.	0.40	2,472.00
Removal of Walks & Driveways	3,870	sq. yds.	0.75	2,902.50
Removal of Catch Basins	26	only	25.00	650.00
Drainage Excavation, Unclassified	400	cu. yds.	3.00	1,200.00
General Excavation, Unclassified	5,390	cu. yds.	1.25	6,737.50
Finishing Roadbed and Slopes	0.88	mile	1,000.00	880.00
8 Inch Sewer Pipe	1,140	lin. ft.	2.00	2,280.00
10 Inch Sewer Pipe	360	lin. ft.	2.25	810.00
12 Inch Sewer Pipe	600	lin. ft.	2.75	1,650.00
Extra for Pipe Under Pavement	440	lin. ft.	3.50	1,540.00
Concrete Manholes	8	only	250.00	2,000.00
Concrete Inlets, Type "G"	30	only	80.00	2,400.00
Adjustment of Manholes	11	only	50.00	550.00
Adjustment of Lampholes	2	only	20.00	40.00
Concrete Curbs	222	cu. yds.	45.00	9,990.00
Concrete Driveways	2,250	sq. yds.	4.25	9,562.50
Concrete Walks	780	sq. yds.	4.00	3,120.00
Coarse Crushed Material in Base	5,030	cu. yds.	2.50	12,575.00
3/4" - 0 Material in Base	590	cu. yds.	2.65	1,563.50
Sprinkling	138	M-gal.	3.00	414.00
Class "B" Asphaltic Concrete	3,855	tons	6.50	25,057.50
RS-1 Asphalt	4	tons	75.00	300.00
				$96,204.50
Flagging (57½% of Contractor Cost)	All	Required		1,900.00
Work by City of Salem (Hydrants, etc.)	All	Required		1,100.00
	Subtotal			$ 99,204.50
	10% Engr. & Cont.			9,920.45
	Total			$109,124.95

Type Code X021
Mill Creek Bridge (Station 35+94.92 to Sta. 36+44.22)

Class "A" Concrete	12 cu. yds.	$100.00	$1,200.00
Metal Reinforcement	2,100 lbs.	0.20	420.00
Alteration to Existing Structure	All Required		2,500.00
	Subtotal		$4,120.00
	10% Engr. & Cont.		412.00
	Total		$4,532.00

Length of Roadway	0.882 mile
Length of Structure	0.009 mile
Total length	0.891 mile
Cost of Roadway per Mile	$123,724.43

SUMMARY OF FUNDS

Description	Total Cost	Federal "DU" Funds	Federal "LU" Funds	State Funds
Roadway	$109,124.95	$81,400.00	$18,300.00	$ 9,424.95
Structure	4,532.00	3,100.00	700.00	732.00
	$113,656.95	$84,500.00	$19,000.00	$10,156.95

RECEIVED
AUG 1 1958
FOR FILING

[illegible]

5218

July 31, 1958

Central Paving Co.
P.O. Box 38
Independence, Oregon

Gentlemen:

We enclose for your files fully executed copies of the following described contracts which were awarded to you by the State Highway Commission.

Contract No. 5218, awarded June 19, 1958, for grading and paving 12th St.-E. City Limits (Salem, Silver Creek FallsHighway in Marion County.

Contract 5220, awarded June 19, 1958, for grading and paving Church Street and East Street-E. City Limits (Monmouth) in Polk County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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Enc. 2

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08-35.4
5218

July 22, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Re: Oregon Project DUS 265(5), 12th St.-
E. City Limits (Salem) Section of the
Silver Creek Falls Highway. Order for
State Force Work, dated July 8, 1958
Moving of traffic signal poles.

Dear Sir:

Reference is made to your letter dated July 16, 1958 concerning subject order.

We are approving the use of State force as being in the public interest in this case for the following reasons:

1. The contractor is neither properly equipped nor staffed to perform the work contemplated under the order.

2. The State has trained men and specialized equipment to perform the work most economically

3. The amount of work is too small to warrant a separate contract.

Very truly yours,

C. G. Polk
Division Engineer

Orig to SHP

RECEIVED
JUL 18 1958
FOR FILING
[illegible]
[illegible]

July 16, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for State Force Work No. 276 covering revision of traffic signal poles on the 12th St.-East City Limits (Salem) Section of the Silver Creek Falls Highway in Marion County, Contract No. 5218, in connection with Federal Aid Project No. DUR-265(5).

It is necessary to move the poles supporting traffic signals to clear for construction.

The contractor is not equipped to do this work.

The State has the necessary equipment with trained crews available for this work. The amount is too small for separate contracting to be practical.

Approval of this order as of this date under the provisions of PPM 21-6.3 is requested. These signals were placed under State contract and it is the State's obligation to move the poles.

The total estimated amount of the order is $350, with Federal Participation of $315.

Very truly yours,

W. C. Williams
State Highway Engineer

DBP:mfh

By

D. B. Probert
Office Engineer

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JUL 11 1958
FOR FILING

[illegible]

[illegible]

July 9, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the State's share of flagging costs on the 12th St.-East City Limits (Salem) Section of the Silver Creek Falls Highway in Marion County, Contract No. 5218, in connection with Federal Aid Project No. D03-265(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

Enclosures

DBP:lmw

RECEIVED
JUN 25 1958
FOR FILING
DUS-265(5)

5-8

June 24, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was started on June 5, 1958, on Contract No. 5218, 12th St.-E. City Limits (Salem) Section, in Marion County, in connection with Federal Aid Project No. DUS-265(5).

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

DBP:cr

RECEIVED
JUN 24 1958
FOR FILING

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[illegible]

June 23, 1958

Central Paving Company
P. O. Box 38
Independence, Oregon

Gentlemen:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5218 for grading, paving and reconstruction of one bridge on the 12th Street-East City Limits (Salem) section of the Silver Creek Falls Highway in Marion County.

This award was based on your bid of $96,992 which was the low bid submitted to the Commission on May 29, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant

RECEIVED
JUN 25 1958
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

When replying,
refer to 08-35.4-0

DUS-265(5)

5218

June 19, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5218 for Oregon Project DUS-265(5), 12th St. - East City Limits (Salem) Section of the Silver Creek Falls Highway, to Central Paving Co. of Independence, Oregon, low bidder in the amount of $96,992.00 at the May 29, 1958 bid opening.

Very truly yours,

C G Polk

C. G. Polk
Division Engineer

RECEIVED
JUN 23 1958
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
MAY 5 1958
FOR FILING

[illegible]

May 5, 1958

769

Mr. Richard D. Brandon
Senior Engineer
Pacific Telephone and Telegraph Company
Salem, Oregon

Dear Sir:

Reply is made to your letter of April 22 concerning the problem of removal of trees on State Street in Salem.

We regret the delay on this project but must explain that there were reasons beyond our control which had to do with securing approval of the Bureau of Public Roads for the project. This has now been done, and it is possible that we may work out something in the next day or two concerning removal of trees so that your work may go forward. We are, of course, just as anxious as yourselves to get the facilities properly revised and are doing everything possible toward this end.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Forrest Cooper
Mr. Tom Edwards
Mr. J. D. Walker

TE:ar fn

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY

Salem, Oregon
April 22, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
FORREST COOPER

Dear Sir:

This letter is being written concerning the proposed widening of State Street from 12th Street East to the city limits.

This company together with the other utilities has met several times with Mr. Walker and Mr. Asbury of your department concerning this project. A schedule for utility relocation was set up which would have provided clearance for this improvement by the latter part of July. However, this was to have been possible only if the tree removals along State Street were completed by April 15th. This has not been done and we have since been told that it will not be done until after the letting of the general contract on May 29th.

We are very concerned about this because it means that utility work will be delayed to the extent that we feel a hardship will be placed both upon us and the widening contractor. Both the Portland General Electric Company and this company have completed as much work as we can until the trees have been removed and completion of our work will not be possible until the end of September.

We would very much appreciate and certainly recommend that something be done as soon as possible to correct this situation.

Very truly yours,

Richard D. Brandon

Richard D. Brandon
Senior Engineer

RDB:jb

cc: J. D. Walker, Div. Eng. State Hwy Dept.
M. D. Travis, PGE Co.
I. F. Krase
J. E. Webster
File

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OREGON
STATE HIGHWAY COMMISSION

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Salem

March 12, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
408 State Highway Building
Salem, Oregon

Dear Sir:

Reply is made to your recent letter concerning the State Street project from 12th Street to the east city limits of Salem.

Your recommendation was that the project be terminated at 15th Street to allow for the future construction of an overcrossing at 12th Street. We have prepared a design based on the barest minimum possibility of separating State Street and the Southern Pacific railroad, using Waverly Street and the alley between Ferry and Trade Streets as parts of a facility which is, in effect, a two-leaf interchange design to effect the proper separation and traffic interchange at this point. We believe an interchange necessary since it does not serve any useful purpose to separate a portion of the traffic on State Street and allow the remainder to cross at grade or to cross the same railroad a block north or south of State Street.

The design is unacceptable due to the nine per cent grade westerly from 12th Street and for many other reasons. This grade is necessary for two reasons, (a) the proximity of Waverly Street to 12th Street, and (b) Waverly Street is the first north and south street easterly of the State Capitol, and it would be unthinkable to extend the ramps to a point taking the Capitol grounds or making the traffic go around the State Capitol to effect the leaf movement provided at Waverly Street.

In the year of 1956 a project was completed on 12th Street which shifted 12th Street westerly away from the main-line tracks of the Southern Pacific railroad and also provided for frontage roads easterly of the tracks for local turning movements. Short-arm gates were installed at that time at some of the principal cross streets, including State Street. Since that time there have been no reported accidents of any kind at 12th and State Streets.

08-35 February 6, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

The sixteenth program of projects involving participation in Federal-aid urban funds, submitted with your January 23, 1958 letter contained one Stage 1 project, Item 76, and two Stage 2 projects, Items 77 and 78. The Stage 1 project was accepted and one of the Stage 2 projects was approved by our Regional office effective February 5, 1958.

The Stage 1 project (Item 76) covers the preliminary engineering and construction phases on 0.91 miles of roadway at a total estimated cost of $151,000, with no Federal funds requested at this time. We have noted that future 1960 fiscal year urban funds have been approved by your Highway Commission for this project.

The Stage 2 item, as approved, consists of one project (Item 78) covering installation of illumination at a total cost of $15,200. Available Federal-aid urban funds have been reserved for this project in the amount of $9,100. The unprogrammed balance of these funds, according to our records of this date, is $2,179,356.

You may proceed with the phases of each project listed as follows:

Item No.	Project No.	Project	Authorization Dates PE	Authorization Dates ROW
76	U-190( )	E. Main-Avery Sts., Gr. & Pave.	2-6-58	--
77	UG-265(3)	12th St. - Salem C.L., G.P.	Deferred	--
78	U-318(4)	Highlands Interchange, Illumin.	2-6-58	--

In connection with Item 76, serious consideration should be given to extending the project southerly three blocks for a uniform lane width to the connection with the Green Springs Highway where traffic separates substantially on two routes. Also, the feasibility of providing parking lanes wider than 8 feet should be studied during the design.

For your information, the following is quoted from Regional Engineer French's program memorandum:

[illegible]

"Item 77, Project UG-063(5) in Salem is deferred. This proposed work ends just short of an existing grade crossing of the main line of the Southern Pacific Railway which is one of the most hazardous crossings in the entire State. In addition angle parking is proposed on the first three blocks, which we consider very undesirable and dangerous. Consideration should be given to a separation structure of the railroad on this route estimated to carry 26,000 cars per day in 1975 and now carrying 13,000. This structure could also provide for separation of cross traffic on the intersecting road of 28,000 cars per day. Federal funds of at least 90% could be used for this separation and we notice that there is over two million dollars in unprogramed balance in urban funds in Oregon. We do not wish to be in a position of using Federal funds to perpetuate a dangerous situation of this sort. If the State cannot propose such a separation immediately, we would be willing to approve this project provided the westerly three blocks were omitted where angle parking is planned, and this same cutback would also provide room for the future separation."

Diagonal parking adjacent to through traffic lanes is not recommended by AASHO standards. Your comments on reconsideration of the State Street project in line with our Regional office views are needed for further action.

Very truly yours,

C. G. POLK
Division Engineer

RECEIVED
MAY 27 1958
FOR FILING

R

Salem, Oregon
May 5, 1958

Mr. Leonard I. Lindas
OFFICE

Cooperative Construction Agreement
12th Street-East City Limits (Salem) Sectio
Silver Creek Falls Highway No. 163
City of Salem

The State Highway Commission plans to call for bids on the subject named project at its meeting May 29. The project begins at the intersection of 12th Street and State Street and extends along State Street in an easterly direction to the east city limits. It is requested that an agreement be prepared covering the following points:

RECITALS: Standard paragraphs.

THINGS TO BE DONE BY STATE:

1. State shall prepare all plans, let and award all contracts, and supervise construction of said project.

2. State, upon receipt of an itemized statement in triplicate from City, shall pay to City the total cost incurred by City in relocating those fire hydrants as described and set forth in paragraph 3 under THINGS TO BE DONE BY CITY.

THINGS TO BE DONE BY CITY:

1. City, by execution of this agreement, does hereby consent to and officially approve the plan attached hereto marked Exhibit "A" and the provisions as set forth in this agreement.

2. City shall, without cost to State, relocate or reconstruct, or cause to be relocated or reconstructed, all PRIVATELY OWNED utilities located within any PUBLIC STREET OR WAY within the city limits, and all CITY OWNED utilities, whether located upon public or private property and which are required to be relocated or reconstructed to conform to the proposed plans and ultimate requirements of the project. To this end City shall exercise all its municipal powers, including its legislative power, to require the relocation or reconstruction of such facilities. The utilities to which this paragraph refers include all water and sewer lines, electric, telephone, telegraph, and any other utility conduits, lines, poles, mains, pipes, and facilities of every kind and nature which must be relocated or reconstructed in order to complete said project, except those fire hydrants described and set forth in paragraph 3 under THINGS TO BE DONE BY CITY.

3. City shall relocate those fire hydrants that have to be moved to conform with the proposed plans and ultimate requirements of the project.

NOTED
G. S. PAXSON

Upon completion of said work City shall submit to State an itemized statement in triplicate for the total cost of said work. It is to be understood that City will be paid in full for such work.

4. City shall, before award of a contract by State, deposit with State the sum of $20,000. Said deposit represents City's share in the total cost of the contract project.

5. City, by execution of this agreement, does hereby give its consent as required by ORS 373.030(2) to any and all changes of grade, if any there be, in connection with or arising out of the proposed project. City shall save and hold harmless the State of Oregon, the State Highway Commission, the members thereof, its officers, employes, agents, and contractors from any and all claims, causes of action, damages, or costs arising out of any change of grade which may be occasioned by the carrying out of this project, and from any claims, causes of action, damages, or costs predicated upon ORS 373.040. All of the obligations of City under this paragraph are limited to territory within the city limits.

6. City shall enact and enforce, or keep in effect and enforce, an ordinance or resolution regulating parking as follows:

~~a. Angle parking only on the south side of State Street from 12th to 13th Streets~~.

a ~~b~~. Parallel parking on the south side of State Street from 13th to 15th Streets.

b ~~c~~. Parallel parking only on the north side of State Street from 12th to 15th Streets.

c ~~d~~. Parallel parking only on both sides of State Street from 15th to 17th Streets.

d ~~e~~. No parking at any time on either side of State Street from 17th Street to the easterly city limits.

7. City shall adopt an ordinance or resolution, as the case may be, authorizing the Mayor and Recorder to enter into this agreement.

8. If, upon completion by State of said project, including construction of new sidewalks as shown in the plans, the construction of additional sidewalks or reconstruction of existing sidewalks become necessary along the streets described in paragraph 1 under THINGS TO BE DONE BY STATE, the construction of said sidewalks shall be the obligation of City.

GENERAL PROVISIONS:

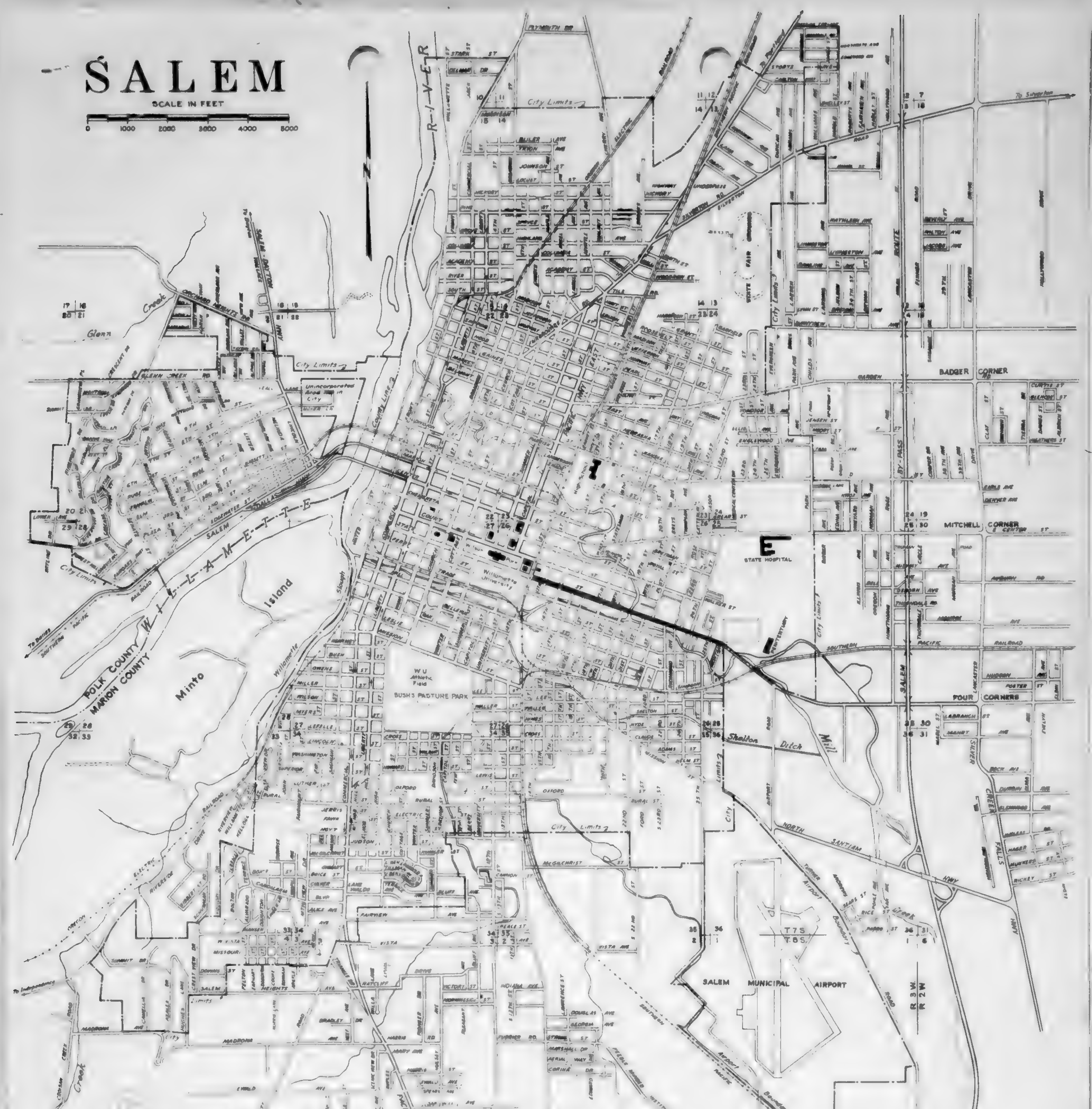
1. It shall be clearly understood by both parties that the project will be constructed on a center line selected and designated by the City.

Please prepare six copies of the agreement in addition to any required by the Legal Division. Copies of the exhibit will be furnished by County and City Relations Division when available.

G. S. Paxson
Assistant State Highway Engineer

JDG:mm

cc: Tom Edwards
C. G. Swenson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WILLAMETTE
RIVER
Minto Island
POLK COUNTY
MARION COUNTY
Glenn Creek
City Limits
Unincorporated Area in City
STATE HOSPITAL
PENITENTIARY
Willamette University
W U Athletic Field
BUSH'S PASTURE PARK
Shelton Ditch
Mill Creek
Pringle Creek
Croisan Creek
BADGER CORNER
MITCHELL CORNER
FOUR CORNERS
SALEM BY-PASS
NORTH SANTIAM HWY
SOUTHERN PACIFIC RAILROAD
SALEM MUNICIPAL AIRPORT
Airport Boundary
T7S
T8S
R3W
R2W
Belcrest Cemetery
FAIRVIEW HOME
12 GIRL'S INDUSTRIAL SCHOOL
To Silverton
To Independence
To Dallas

RECEIVED
MAY 29 1958
FOR FILING

May 26, 1958

Oregon State Highway Commission

Gentlemen:

At the meeting of the Highway Commission March 27-28, 1958, I presented to the Commission a project on State Street in the city of Salem on the Silver Creek Falls Secondary Highway No. 153. This improvement was to be financed as a cooperative project by the City of Salem contributing $20,000, the State to provide the remainder of the funds necessary under the federal-aid secondary allotment. The Commission approved this arrangement.

An agreement has now been prepared, copies of which have been submitted to the City of Salem, and the city officials have executed and returned them to us. They have also made a deposit of $20,000 covering the City's participation in the work. It will be necessary for the Highway Commission to sign the agreement before the project may be constructed.

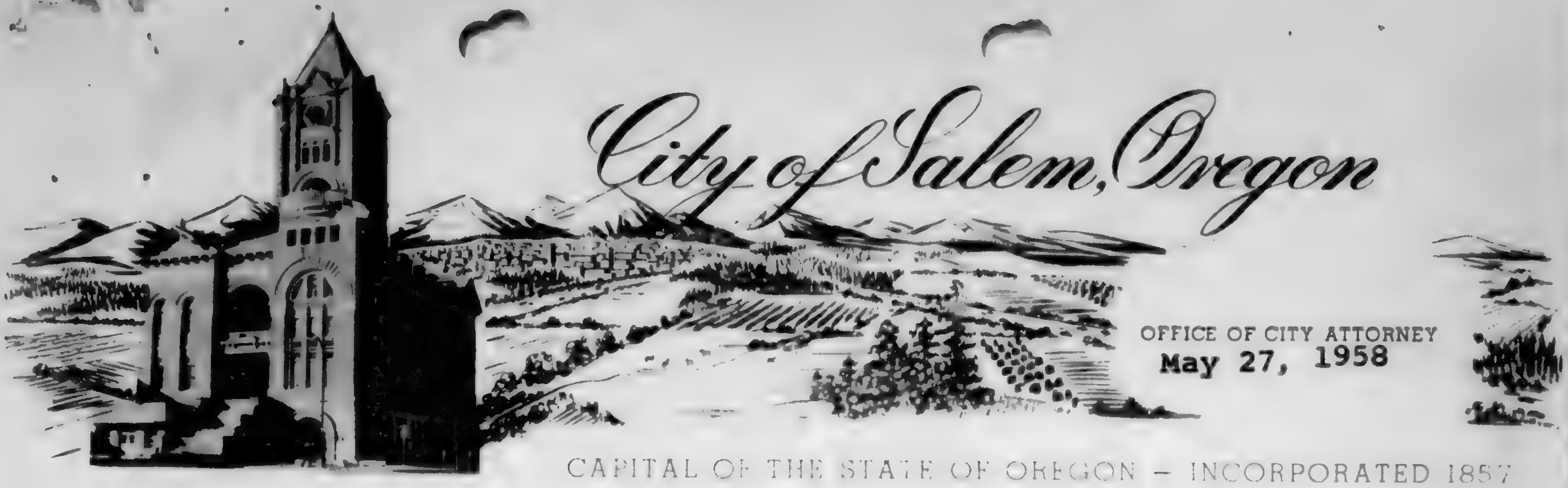
The matter will be on the agenda for consideration of the Commission June 19 and 20, 1958, and it is my recommendation that the agreement be executed.

Very truly yours,

W. C. Williams
State Highway Engineer

cc Mr. Tom Edwards
Mr. S. H. Probert
Mr. C. H. Maison

FC:me fn



City of Salem, Oregon

OFFICE OF CITY ATTORNEY

CAPITAL OF THE STATE OF OREGON – INCORPORATED 1857

May 27, 1958

Mr. W. C. Williams
State Highway Engineer
State of Oregon
Salem, Oregon

Dear Sir:

Returning herewith to you two copies of the agreement between the Commission and the City of Salem covering the State Street reconstruction project. Both have been signed by the Mayor and Recorder on behalf of the City.

Also enclosed are two certified copies of Resolution No. 7286, adopted by the common council last night, authorizing this contract on behalf of the City and authorizing the Mayor and Recorder to sign the same.

Enclosed also find warrant of the City of Salem, dated today, payable to the State of Oregon, for the sum of $20,000, which represents the City's share of the cost of the aforesaid reconstruction project.

Note that the resolution adopted by the City approves the contract and plans as written but does request an endorsement on the plans with reference to the center line of the project. This endorsement was discussed with the Chief Counsel of the Commission.

The traffic resolutions referred to in Paragraph 6 of THINGS TO BE DONE BY THE CITY will be adopted prior to the completion of the project; and may be adopted at an earlier date if that is desirable.

Yours very truly,

Chris. J. Kowitz
City Attorney

Check for $20,000 sent
to acc. div.

CJK:b
Encls.

RESOLUTION

STATE OF OREGON)
County of Marion) ss.
City of Salem)

I, ALFRED MUNDT, hereby certify that I am the duly appointed, qualified and acting Recorder of the City of Salem, Oregon, and I further certify that the foregoing copy of Resolution No. 7286, passed by the Common Council on the 26th day of May, 1958 has been prepared by me, and compared with the original thereof, and is a true and correct copy of the original and of the whole thereof.

WITNESS my hand and the seal of the city of Salem, Oregon this 27th day of May, 1958.

Recorder of the City of Salem, Oregon

RESOLUTION NO. 7286

WHEREAS the City of Salem and the Oregon State Highway Commission deem it necessary, expedient and convenient to reconstruct State Street, between Twelfth Street and the east city limits, and have agreed upon a plan for the reconstruction, the cost whereof to the City of Salem shall not exceed $20,000; now, therefore,

BE IT RESOLVED BY THE COMMON COUNCIL
OF THE CITY OF SALEM, OREGON:

THAT the City of Salem enter into an agreement with the State of Oregon, by and through its State Highway Commission, providing for the reconstruction of State Street, between Twelfth Street and the east city limits, the actual construction work to be done by the said highway commission, the commission to pay all the cost with the exception of $20,000 which shall be paid by the city, and that the contract be in words and figures substantially as set forth in the agreement marked "Exhibit A" hereto attached and made a part of this resolution, the plans and specifications referred to therein to be those plans and specifications containing seven sheets and marked "12th St.-E. City Limits (Salem) Section, Silver Creek Falls Highway, Marion County"; provided there shall be endorsed on the plans a modification in words substantially as follows:

> "Notwithstanding the fact these plans show several slight angles in the course of the center line of the improvement project where it passes through the Waller Donation Land Claim, it is understood that such center line is a straight line without variations."

AND BE IT FURTHER RESOLVED, that the Mayor and Recorder be and they are hereby authorized to sign, execute and deliver said contract on behalf of the City of Salem; and that the Mayor and Recorder draw a warrant on the City Treasurer for the sum of $20,000.00, payable to the State of Oregon, for the purposes stated in said contract, the payment to be made from Account No. 3054-951.

ADOPTED by the Common Council this 26th day of May, 1958.

ATTEST:

/s/ Alfred Mundt

City Recorder

RECEIVED
FILED
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

408 STATE HIGHWAY BLDG.
SALEM, OREGON

08:35.4

May 14, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. and E. documents for Oregon Project DUS 265(5), 13th St., East city limits (Salem) Section of the Silver Creek Falls Highway in Marion County. This is to authorize your advertising for bids.

We note that the construction will leave a deficient facility on State Street between 12th and 13th streets, with the south half of the street two feet narrower than the north half and diagonal parking permitted on the south side. It is our understanding that the city of Salem will improve this section in the near future in order to relieve what could become a serious traffic bottleneck. We strongly urge that the city be encouraged to effect this improvement at the earliest possible date.

Since this project is to be financed with 1958 Act Section 2(a) "D" funds and Section 2(c) "L" funds, it will be necessary for you to make award of contract prior to December 1, 1958, execute the project agreement prior to January 1, 1959, and complete construction of all features of the project prior to December 1, 1959.

Very truly yours,

C. G. Polk
Division Engineer
E. H. Cowan
By: E. H. Cowan
Acting Division Engineer

As of May 17 the City Engineer
of Salem advised that it is the
intention of the City to add 10 ft
of width to the pavement on the
So. side of State St. between 12th St
and 13th St.

RECEIVED
DEC 24 1957
FOR FILING

NUS-265(5)

5218

P

Salem, Oregon
December 23, 1957

Parking on State Street

Mr. F. B. Crandall

Both Mr. Williams and I feel that you are right in your objection to diagonal parking on State Street in Salem; however, the negotiations with the City have gone so far that it would be inadvisable to re-open the matter with them.

G. S. Paxson

GSP:gm
cc Mr. W. C. Williams

RECEIVED
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FOR FILING
D-113-2c-5(5)
5218

K

12-5-57
4-b

December 18, 1957

Mr. Kent Mathewson,
City Manager
City Hall
Salem, Oregon

Dear Mr. Mathewson:

The State Highway Commission at its meeting December 5, 1957, had under discussion Resolution No. 7180 adopted by the Salem City Council on October 28, 1957, in which resolution the State Highway Commission is requested to assist and participate in the improvement of State Street between 12th Street and the east city limits. The Commission was informed by the State Highway Engineer that the estimated cost to construct the improvements as requested was approximately $100,000 and that the city has offered to contribute 25 per cent of such expense. He recommended approval of the project on such basis. Without going into the details of the proposed improvement, I will state briefly that the Highway Commission approved the project on the basis of the engineer's report.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:js

cc: Alfred Mundt, City Recorder
City Hall
Salem, Oregon

FORM 530—30M—11-55—90224

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 17, 1957

SUBJECT: State Street Cooperative Project
Salem

To: G. S. Paxson
Assistant State Highway Engineer
BUILDING

I would like to once again express my thoughts as regards this cooperative job on State Street, particularly as to this 74-foot curb to curb width between 12th and 15th, 10 feet of which is for the purpose of allowing diagonal parking on the south side. I realize that we more or less made a commitment to go on the 74-foot width provided the City foots the bill 100 percent for such additional 10-foot strip.

In this instance I think the situation is particularly critical, what with diagonal parking in close proximity to the heavily trafficked, signalized intersection of 12th and State. You have undoubtedly observed yourself the blocking of eastbound traffic moving away from the afore mentioned intersection by reason of parking maneuvers from the diagonal stalls. The signalized intersection is operating at its capacity a good share of the time and should certainly provide free get-away for traffic when it gets the green.

It is true, of course, that with the widening and two moving lanes provided for eastbound traffic that the situation would be somewhat less aggravated; however, the condition still prevails, only to a slightly lesser degree.

I am probably singing my swan song in view of commitments which have been made. However, I am still of the mind that we should not enter into a cooperative project as will permit the continuance of diagonal parking on the south side of State Street, regardless who foots the bill for the additional width required.

F. B. Crandall

F. B. Crandall
Traffic Engineer

FILED
G. S. PAXSON

FBC:dp

RECEIVED
DEC 18 1957
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
NOV 8 1957
FOR FILING

DUX-265(E)

2211

[illegible]ember 5, 1957

Oregon State Highway Commission

Gentlemen:

Mr. [illegible] has forwarded to you a copy of the City of Salem Resolution No. [illegible] which asks aid from the State Highway Department in the widening of State Street between [illegible] Street and the east city limits, just east of 25th Street. State Street, as you know, is the route of both the Silver Creek Falls [illegible] Highway and the North Santiam Highway. It is currently carrying extremely heavy traffic on a two-lane street. The average daily traffic at [illegible] Street is now [illegible], and it is [illegible] at the east city limits. At peak hours, [illegible] p.m., the congestion is very bad, as the two-lane street is totally inadequate.

This matter has been discussed for the last four or five years. Mr. [illegible] had held numerous conferences with the City relative thereto. He had told the City that he was quite certain the State would not consider widening unless the City would agree to the cost to the extent of at least [illegible] per cent. The City, up until now, has not had the funds for such cooperation and, therefore, [illegible] for the work. This resolution [illegible] that the City will pay [illegible] per cent of the cost. The total estimated cost is [illegible] [illegible], say $[illegible], of which $[illegible] would be the cost to the City and $[illegible] to the State.

In the one-year [illegible] program adopted by the Commission on October 31, there is a reserve in the urban program for Division No. [illegible] of the sum of $[illegible]. In the [illegible] that State Street is [illegible] as any that I know of in cities outside of Portland, I recommend the project and that $[illegible] be taken from the urban reserve fund in Division No. [illegible] which, together with the City's $[illegible], should do the job.

This matter will be on the next agenda, and we will have a map to further point out the details to you and answer any questions you may have relative thereto.

Very truly yours,

W. C. Williams
State Highway Engineer

[illegible]

agenda
12/5/57

AGENDA
DEC 5 1957

November 4, 1957

Mr. Alfred Mundt
City Recorder
City of Salem
Salem, Oregon

Dear Mr. Mundt:

This note is to acknowledge receipt of your letter of October 30, 1957 transmitting a certified copy of the City of Salem's resolution No. 718[illegible] in which the City Council requests aid from the State Highway Commission in connection with the widening of State Street in the City of Salem.

The resolution will be brought to the attention of the members of the State Highway Commission and the State Highway Engineer for their information.

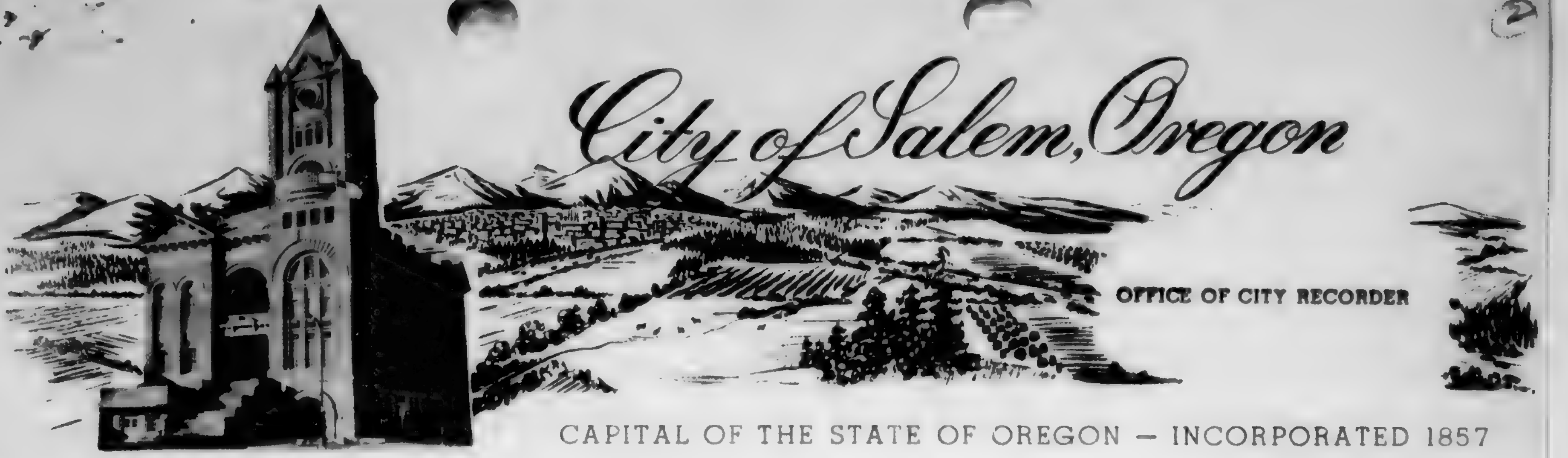
Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

cc: Commissioners
W. C. Williams

5&C



City of Salem, Oregon

OFFICE OF CITY RECORDER

CAPITAL OF THE STATE OF OREGON — INCORPORATED 1857

October 30, 1957

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed for your files, is a certified copy of City of Salem Resolution No. 7180, seeking aid from the State Highway Commission for the widening of State Street in the city of Salem.

This Resolution was adopted by the Council at their last regular meeting of October 28, 1957.

Very truly yours,

Alfred Mundt,
City Recorder

AM:b/i

Enc.

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
OCT 31 1957
OREGON
STATE HIGHWAY COMMISSION

CERTIFICATION

STATE OF OREGON)
County of Marion)
City of Salem)

I, ALFRED MUNDT, hereby certify that I am the duly appointed, qualified and acting Recorder of the City of Salem, Oregon, and I further certify that the foregoing copy of Resolution No. 7180, passed by the Common Council on the 28th day of October, 1957, has been prepared by me, and compared with the original thereof, and is a true and correct copy of the original and of the whole thereof.

WITNESS my hand and the seal of the City of Salem, Oregon, this 30th day of October, 1957.

City Recorder of the
City of Salem, Oregon

RESOLUTION NO. 7180

WHEREAS, to facilitate the flow of traffic, eliminate traffic hazards and to promote the general welfare of the city and its citizens, the Common Council deems it necessary and expedient that State Street be widened and improved from Twelfth Street to the east city limits; now, therefore,

BE IT RESOLVED BY THE COMMON COUNCIL
OF THE CITY OF SALEM, OREGON

Section 1. That the Common Council, on condition that financing can be arranged, expresses its purpose and intention of widening and improving State Street, between Twelfth Street and the east city limits, and proposes that the travelled portion of the street be improved to a width of 74 feet between curbs from Twelfth Street to Fifteenth Street, to a width of 64 feet between curbs from Fifteenth Street to Seventeenth Street and to a width of 44 feet between curbs from Seventeenth Street to the east city limits.

Section 2. That the city administrator prepare and make formal application to the Oregon State Highway Commission requesting that body to aid, assist and participate in the improvement and widening of State Street as aforesaid and more particularly, that the State assume and pay 75 per cent of the cost of such improvement project, the city to pay the other 25 per cent; and the Mayor and Recorder and/or the city administrator hereby are authorized on behalf of the City of Salem to sign, forward and deliver such application and the city administrator is further authorized and directed to carry on any negotiations which may be necessary and convenient with the Oregon State Highway Commission for the purpose of effecting this resolution.

ADOPTED by the Common Council this 28th day of October, 1957.

ATTEST:

/s/ Alfred Mundt
City Recorder

P

RECEIVED
MAY 27 1957
FOR FILING

Bus. 265(5)

5218

Salem, Oregon
May 24, 1957

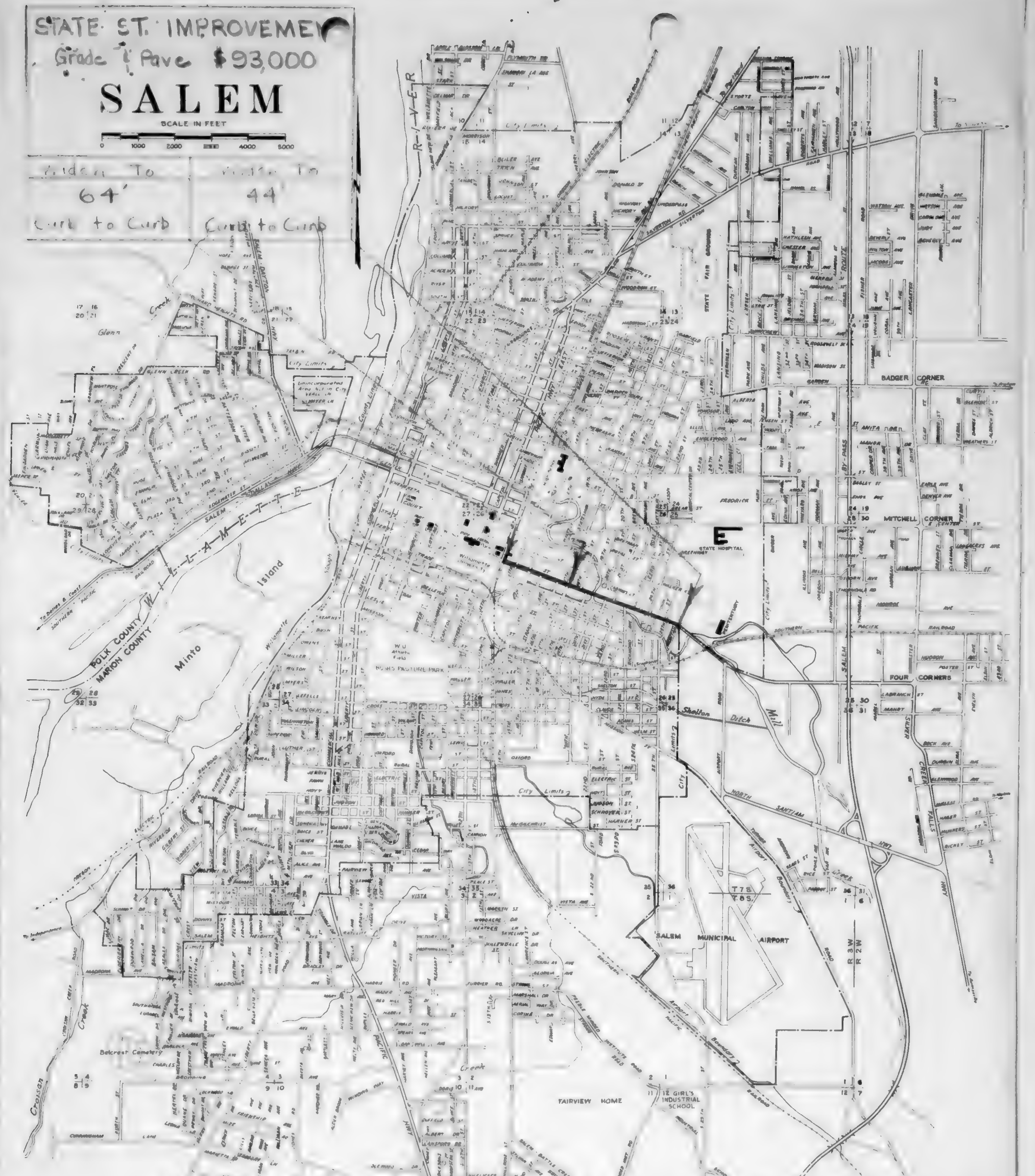
Widening - State Street
from 12th Street to east
city limits

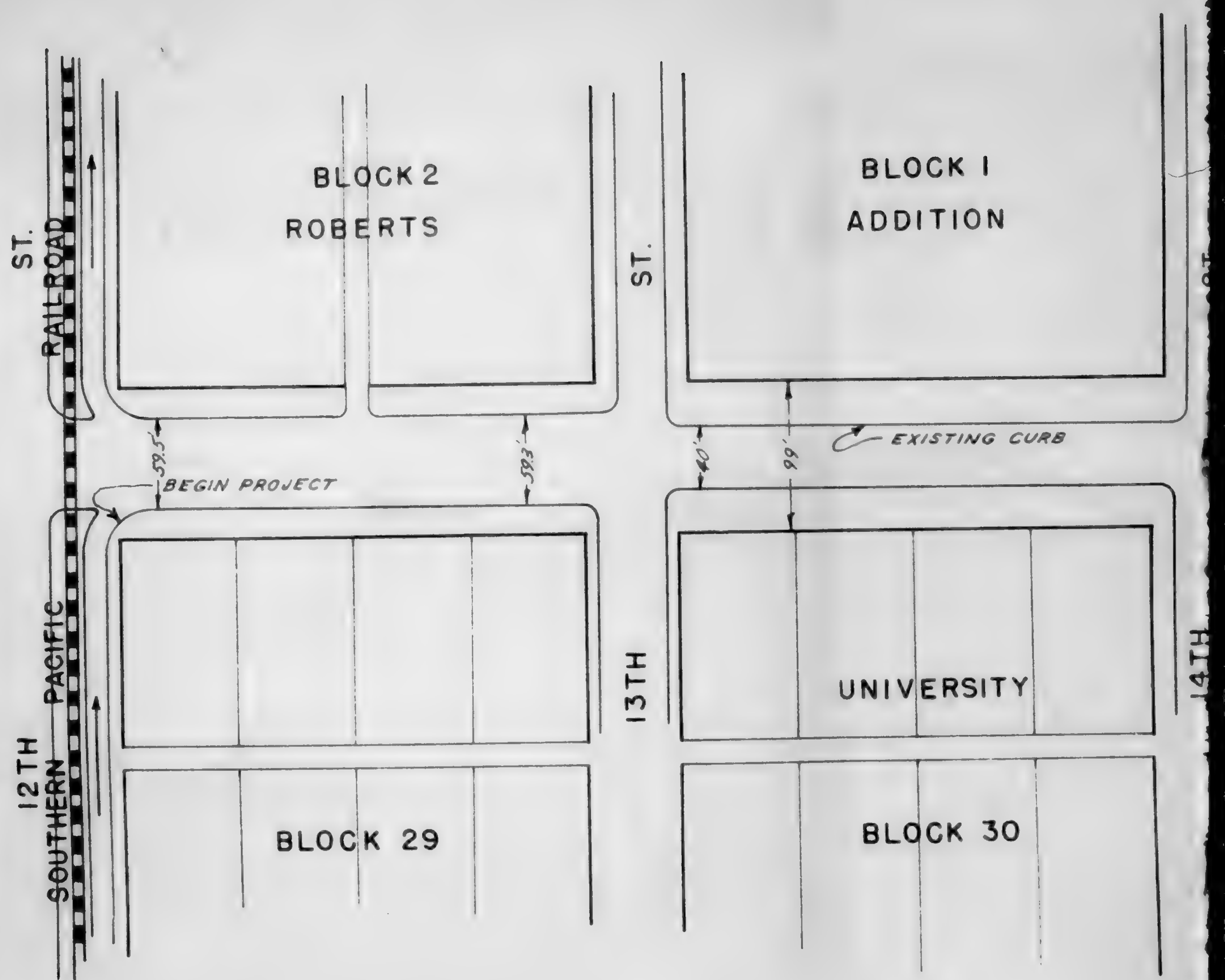
Mr. Tom Edwards
Construction Engineer
Department

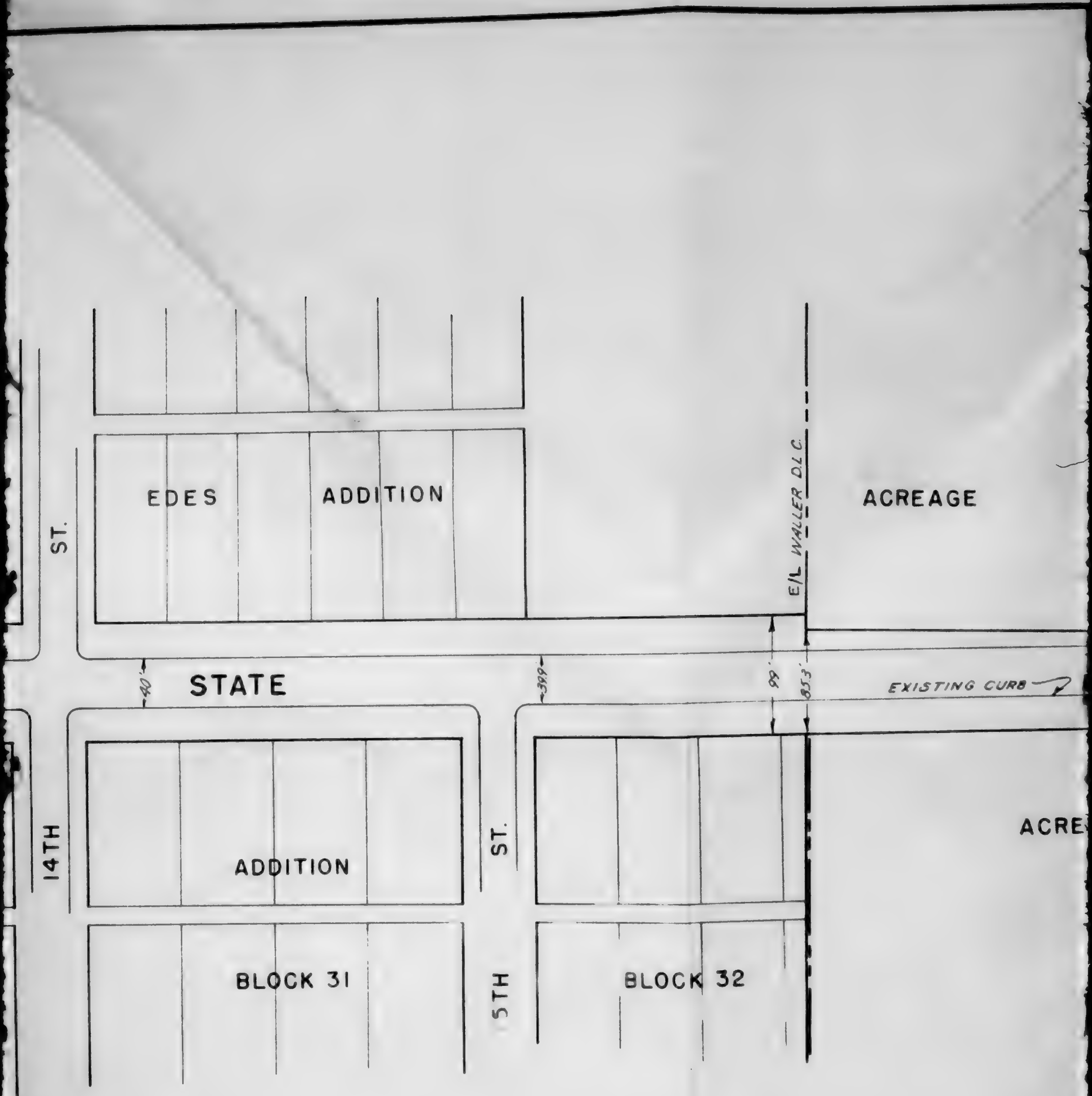
I am attaching a copy of a plan and cross sections suggested by the City of Salem for improvement of State Street from 12th Street easterly to the city limits. Will you please have someone make an estimate of the cost of constructing this project. It is not anticipated that a field survey will be made but, rather, an estimate compiled from existing data.

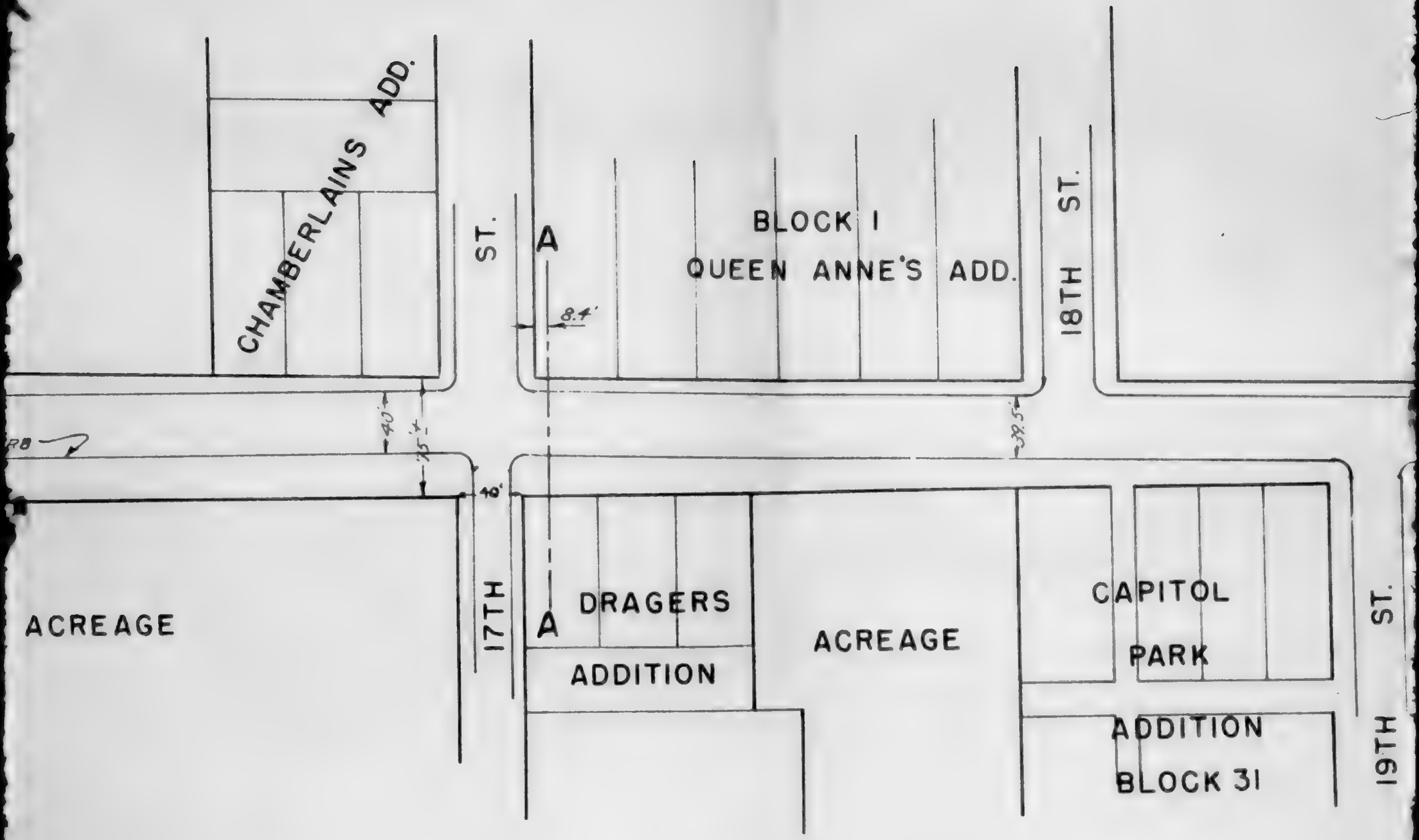
Forrest Cooper
Deputy State Highway Engineer

FC:me
Encl.
cc Mr. W. C. Williams

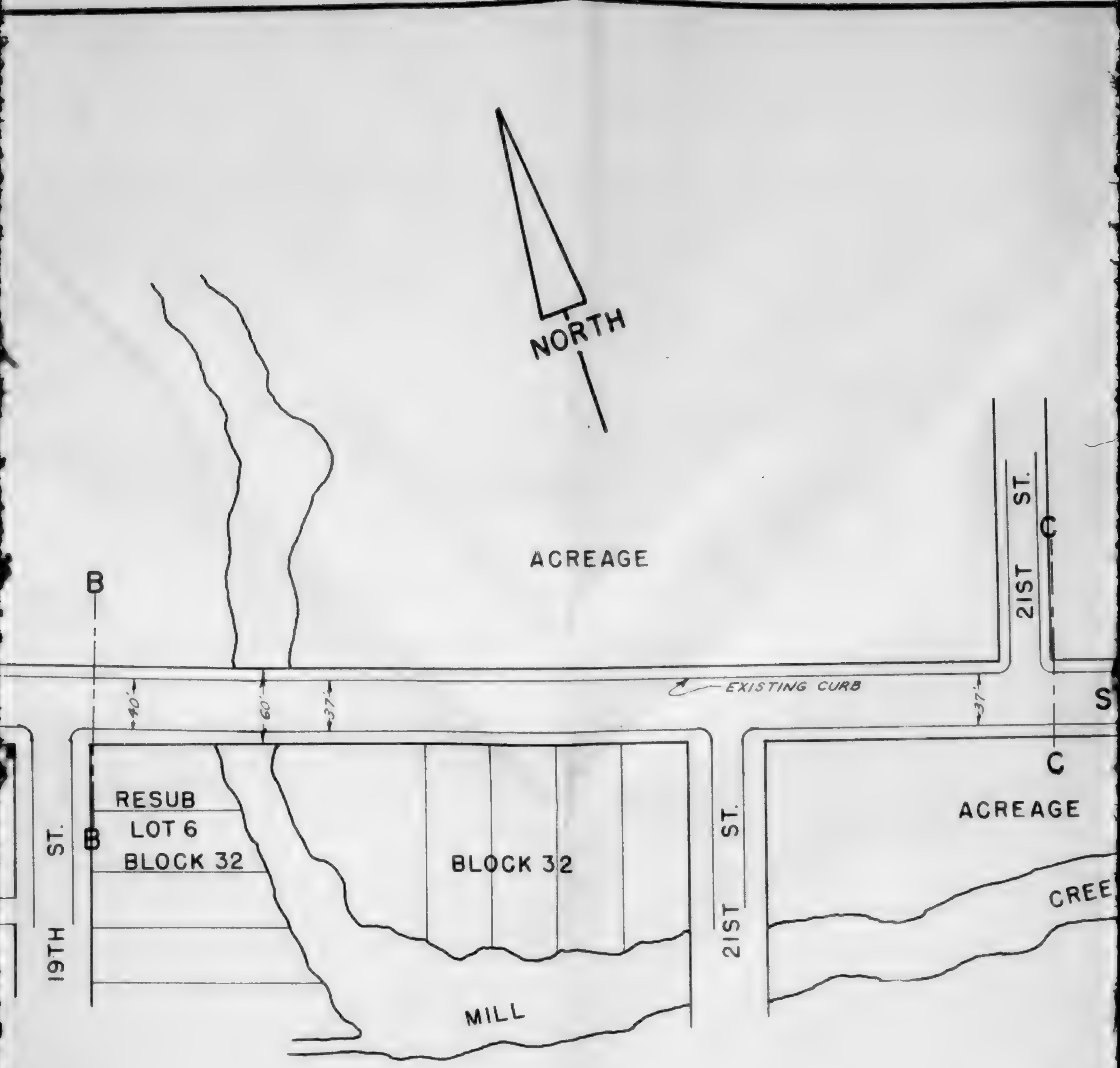

STATE ST. IMPROVEME
Grade & Pave $93,000
SALEM
SCALE IN FEET
0 1000 2000 3000 4000 5000
Widen To
64'
Curb to Curb
Widen To
44'
Curb to Curb
RIVER
WILLAMETTE
Minto
Island
POLK COUNTY
MARION COUNTY
Glenn Creek
STATE FAIR GROUNDS
STATE HOSPITAL
PENITENTIARY
WILLAMETTE UNIVERSITY
BUSH'S PASTURE PARK
BADGER CORNER
MITCHELL CORNER
FOUR CORNERS
SALEM MUNICIPAL AIRPORT
FAIRVIEW HOME
GIRL'S INDUSTRIAL SCHOOL
Belcrest Cemetery
Shelton Ditch
Mill Creek
Croisan Creek
Pringle Creek
Prairie
City Limits
SOUTHERN PACIFIC RAILROAD
NORTH SANTIAM HWY
T7S
T8S
R3W
R2W
E


BLOCK 2
ROBERTS
BLOCK 1
ADDITION
12TH ST.
SOUTHERN PACIFIC RAILROAD
13TH ST.
14TH
59.5'
59.3'
BEGIN PROJECT
40'
99'
EXISTING CURB
UNIVERSITY
BLOCK 29
BLOCK 30

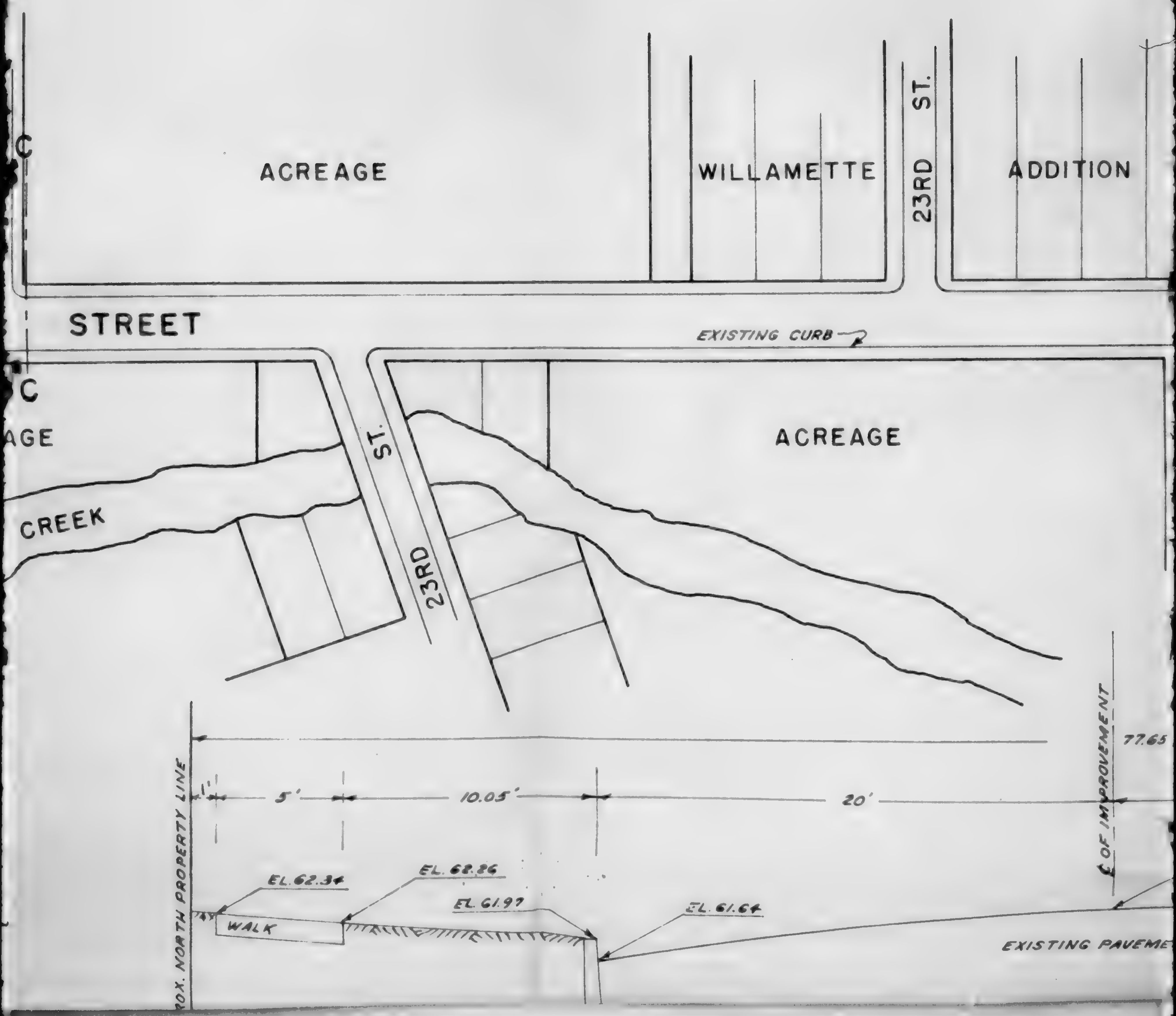

EDES ADDITION
ACREAGE
E/L WALLER D.L.C.
ST.
STATE
40'
39.9'
99'
85.3'
EXISTING CURB
14TH
ADDITION
ST.
ACRE
BLOCK 31
5TH
BLOCK 32

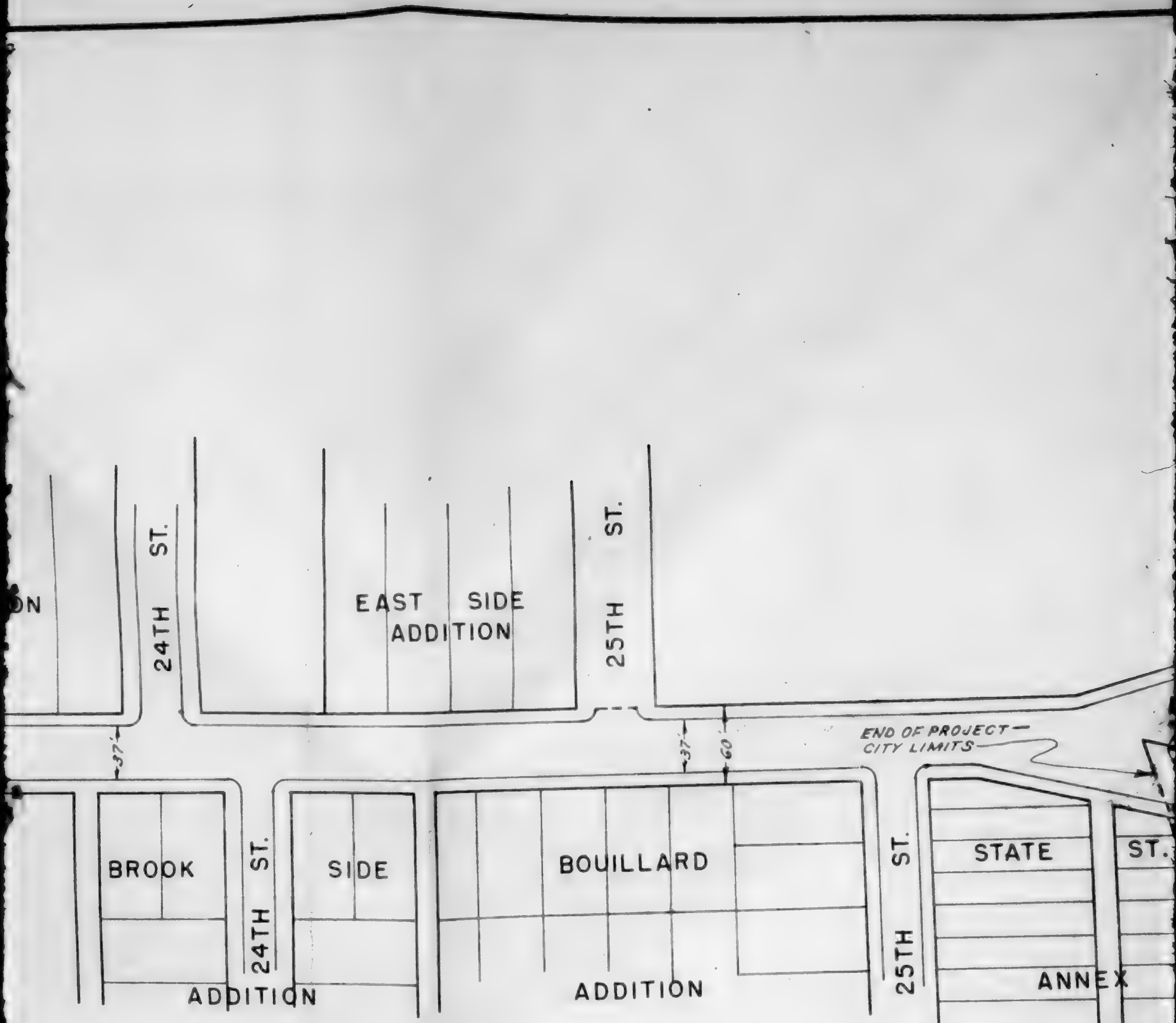


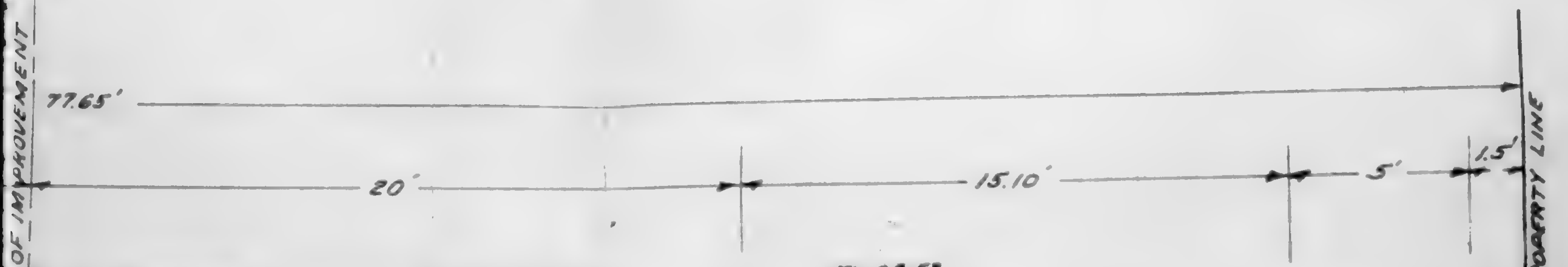
STATE STREET FROM 12TH STREET T
SHOWING EXISTING CU

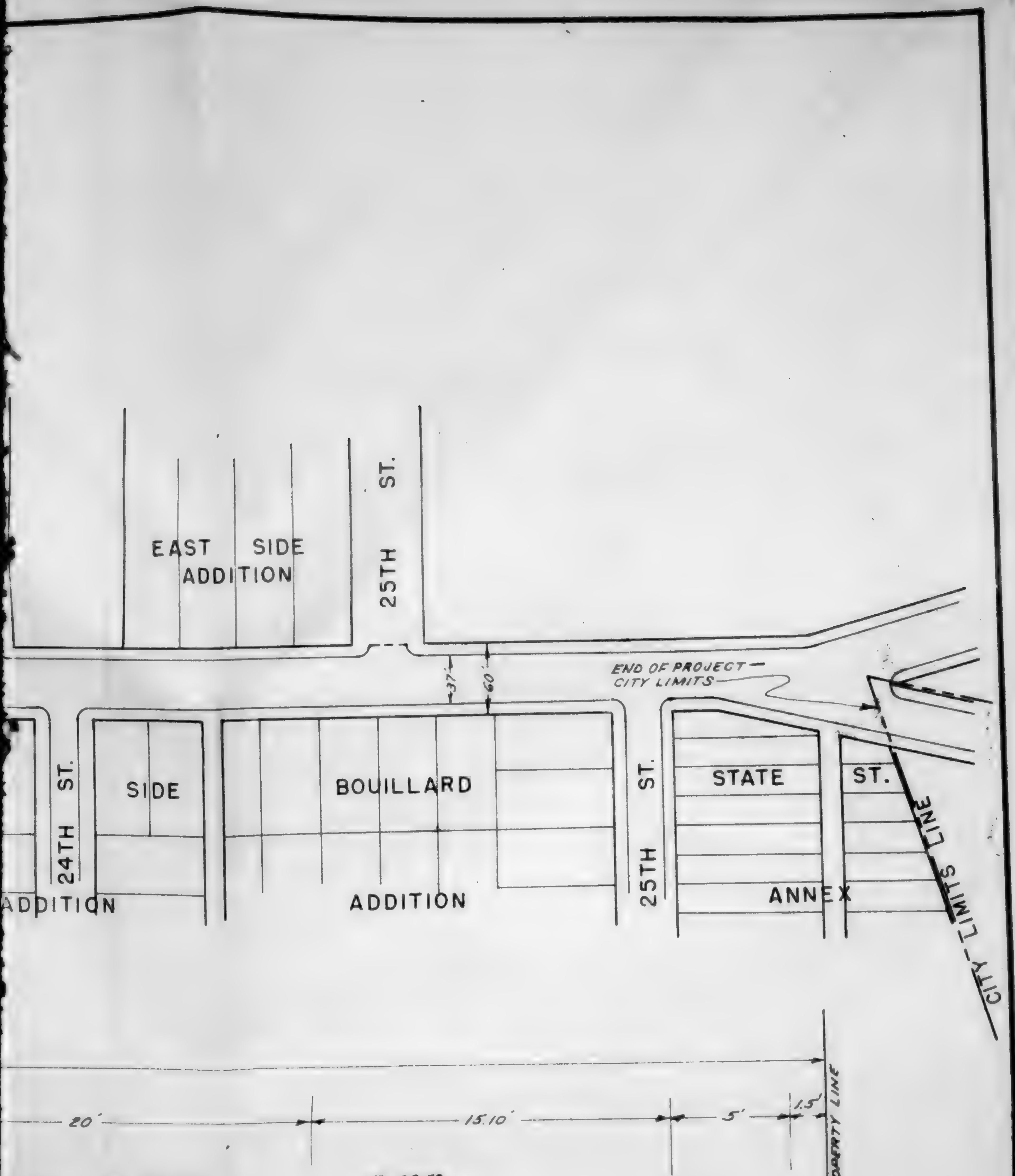


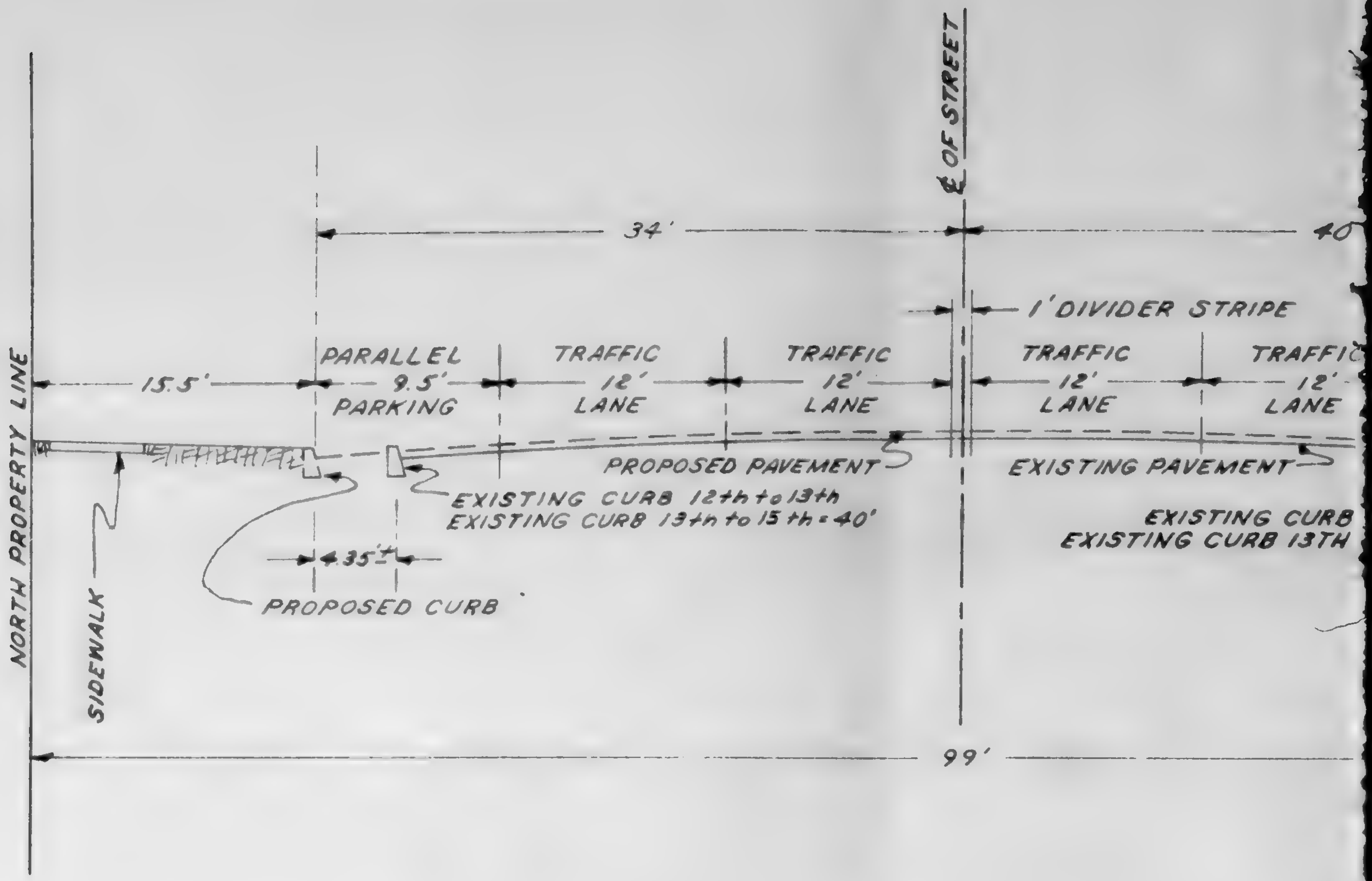
T TO EAST CITY LIMITS
CURBS.


C
ACREAGE
WILLAMETTE
23RD ST.
ADDITION
STREET
EXISTING CURB
C
AGE
CREEK
23RD ST.
ACREAGE
ROX. NORTH PROPERTY LINE
1'
5'
10.05'
20'
℄ OF IMPROVEMENT
77.65
EL. 62.34
EL. 62.26
EL. 61.97
EL. 61.64
WALK
EXISTING PAVEME


ON
24TH ST.
EAST SIDE ADDITION
25TH ST.
37'
37'
60'
END OF PROJECT—
CITY LIMITS
BROOK
24TH ST.
SIDE
ADDITION
BOUILLARD
ADDITION
25TH ST.
STATE
ST.
ANNEX

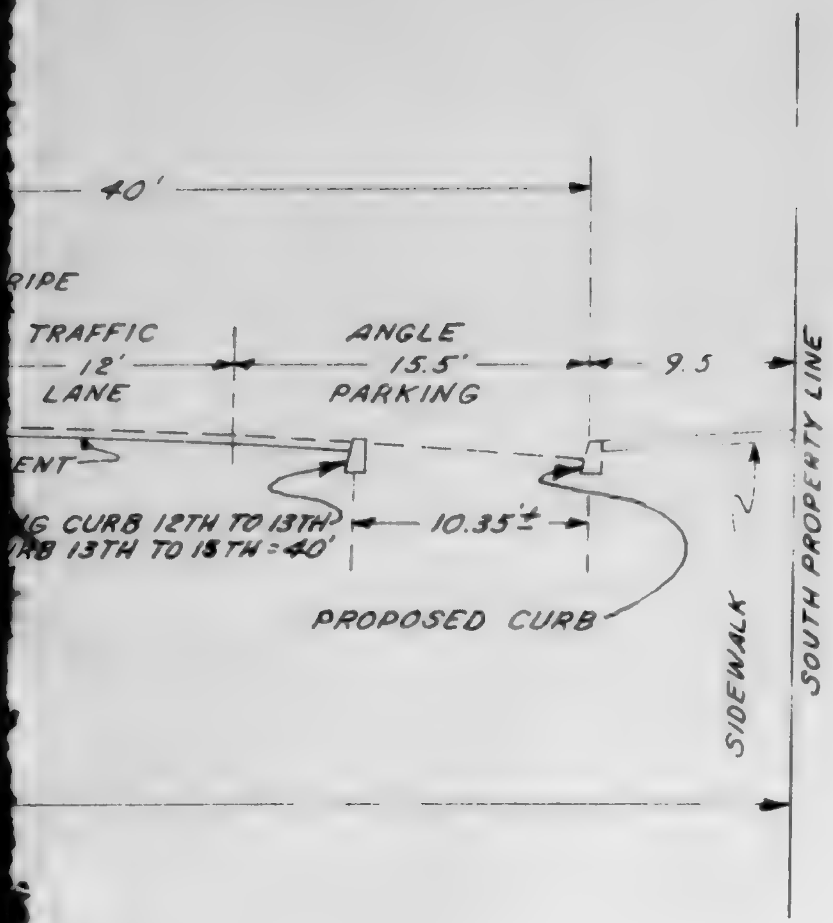

℄ OF IMPROVEMENT
77.65'
20'
15.10'
5'
1.5'
SOUTH PROPERTY LINE
EL. 62.49
EL. 62.05
EL. 62.53
EL. 62.07
EL. 62.19
PAVEMENT
CURB
WALK

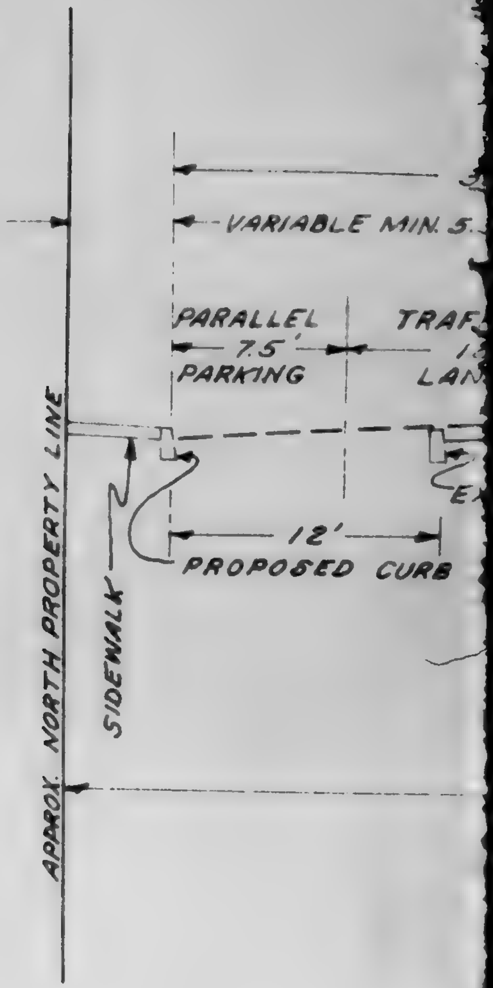

EAST SIDE ADDITION
25TH ST.
37'
60'
END OF PROJECT —
CITY LIMITS —
ADDITION
24TH ST.
SIDE
BOUILLARD
ADDITION
25TH ST.
STATE ST.
ANNEX
CITY LIMITS LINE
20'
15.10'
5'
1.5'
SOUTH PROPERTY LINE
EL. 62.05
EL. 62.53
EL. 62.07
EL. 62.19
WALK
CURB

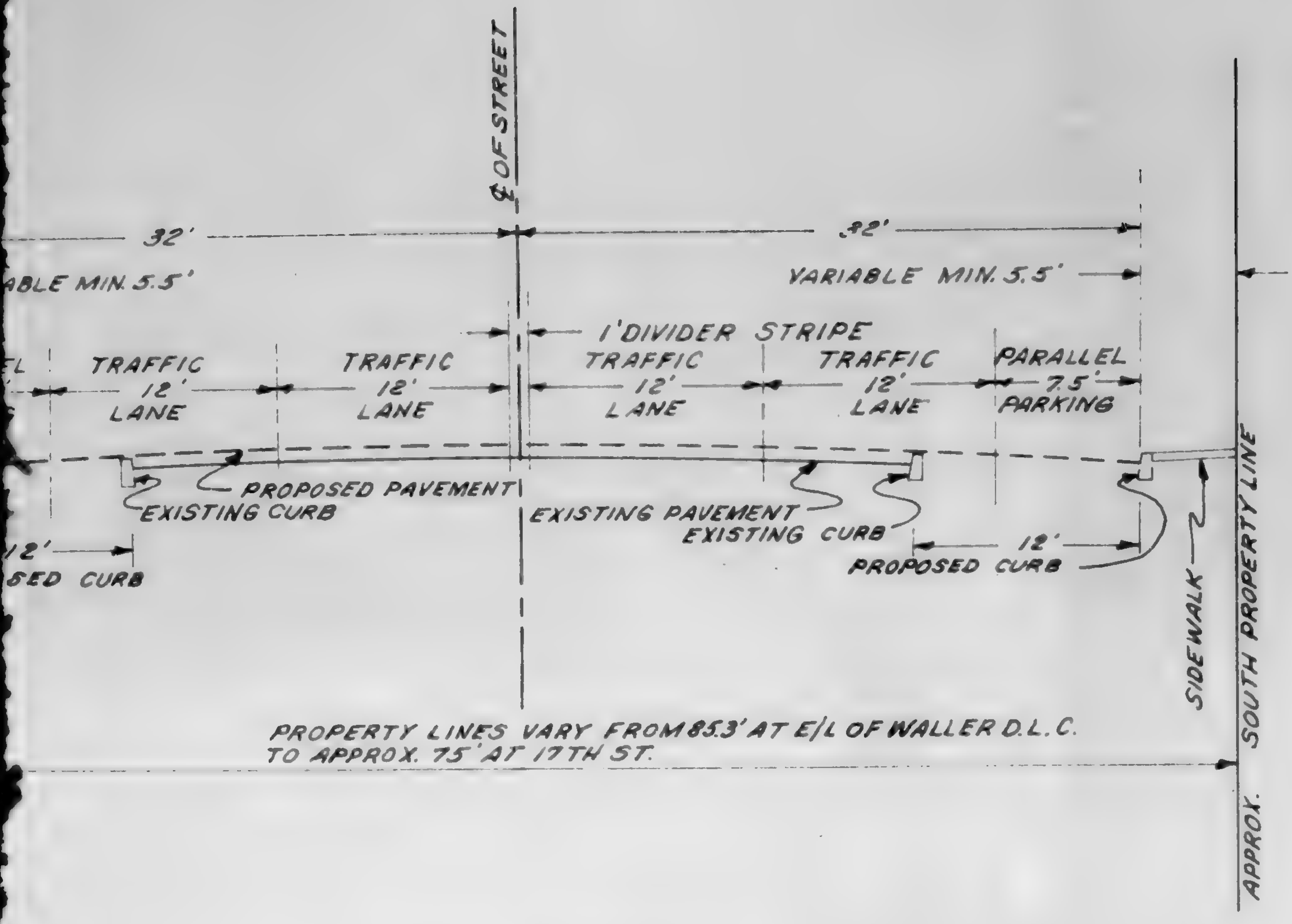


CROSS SECTION
12TH TO 15TH
SCALE: 1" = 10'

SHOWING EXISTING IMPROVEMENT
AND PROPOSED WIDENING.

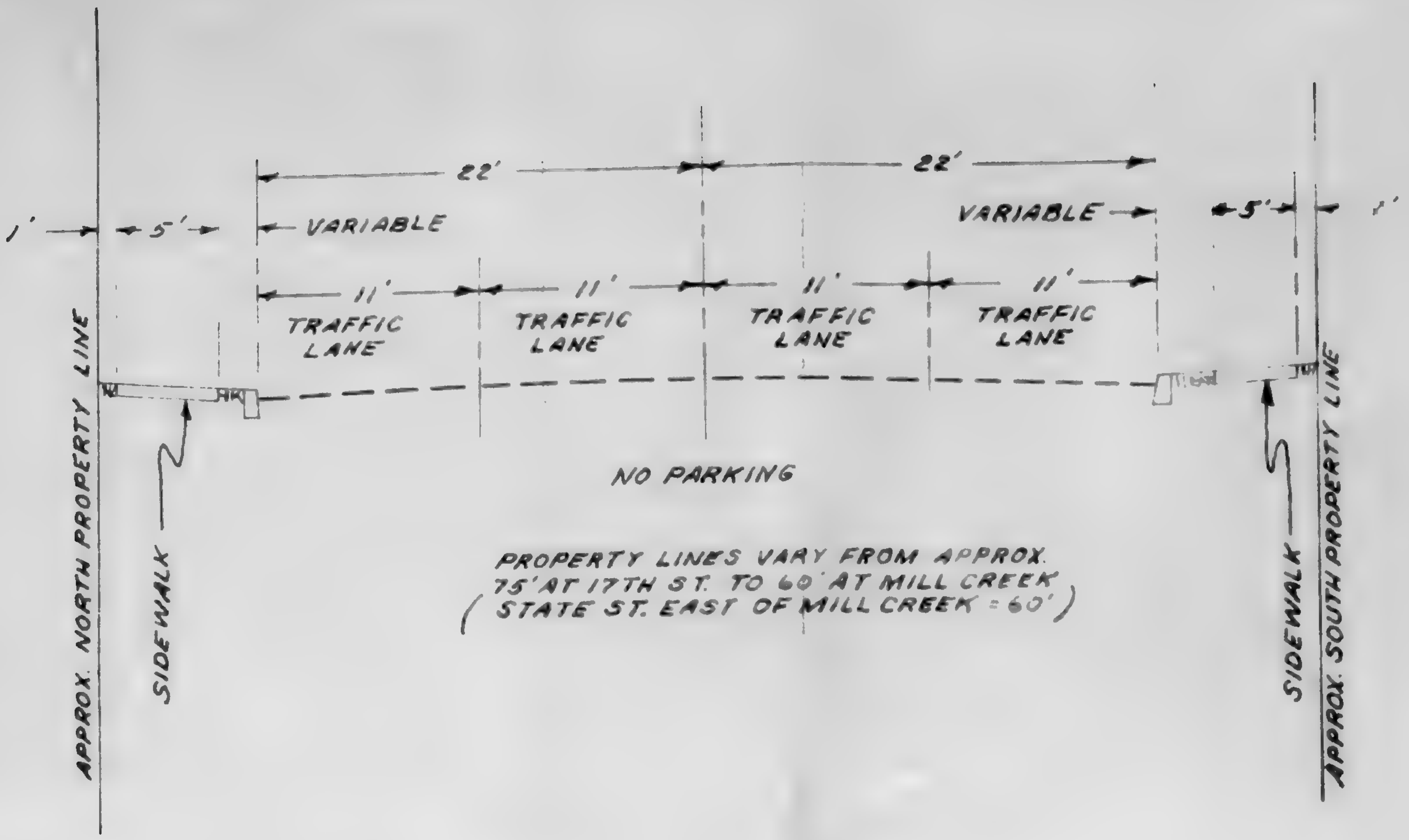

40'
RIPE
TRAFFIC
12'
LANE
ANGLE
15.5'
PARKING
9.5
ENT
G CURB 12TH TO 13TH
RB 13TH TO 15TH = 40'
10.35'±
PROPOSED CURB
SIDEWALK
SOUTH PROPERTY LINE


VARIABLE MIN. 5.
PARALLEL
7.5'
PARKING
TRAF
LAN
APPROX NORTH PROPERTY LINE
SIDEWALK
12'
PROPOSED CURB
E



CROSS SECTION
15TH TO 17TH
SCALE: 1" = 10'

SHOWING EXISTING IMPROVEMENT
AND PROPOSED WIDENING

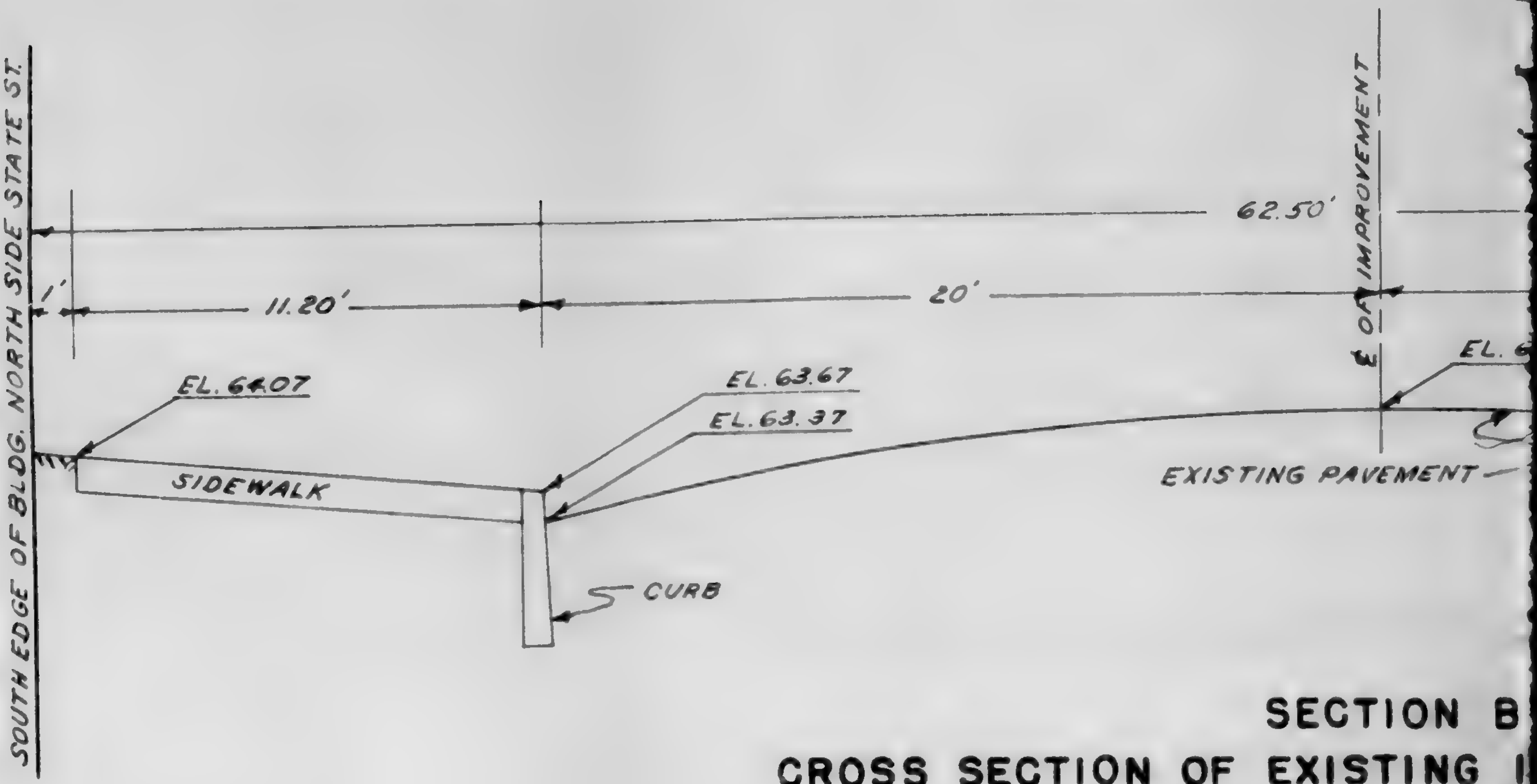

22'
22'
1'
5'
VARIABLE
VARIABLE
5'
1'
11'
11'
11'
11'
TRAFFIC LANE
TRAFFIC LANE
TRAFFIC LANE
TRAFFIC LANE
APPROX. NORTH PROPERTY LINE
SIDEWALK
NO PARKING
PROPERTY LINES VARY FROM APPROX. 75' AT 17TH ST. TO 60' AT MILL CREEK
(STATE ST. EAST OF MILL CREEK = 60')
SIDEWALK
APPROX. SOUTH PROPERTY LINE

CROSS SECTION
PROPOSED WIDENING
17TH TO EAST CITY LIMITS

SECT

CROSS SECTION OF EXISTING I

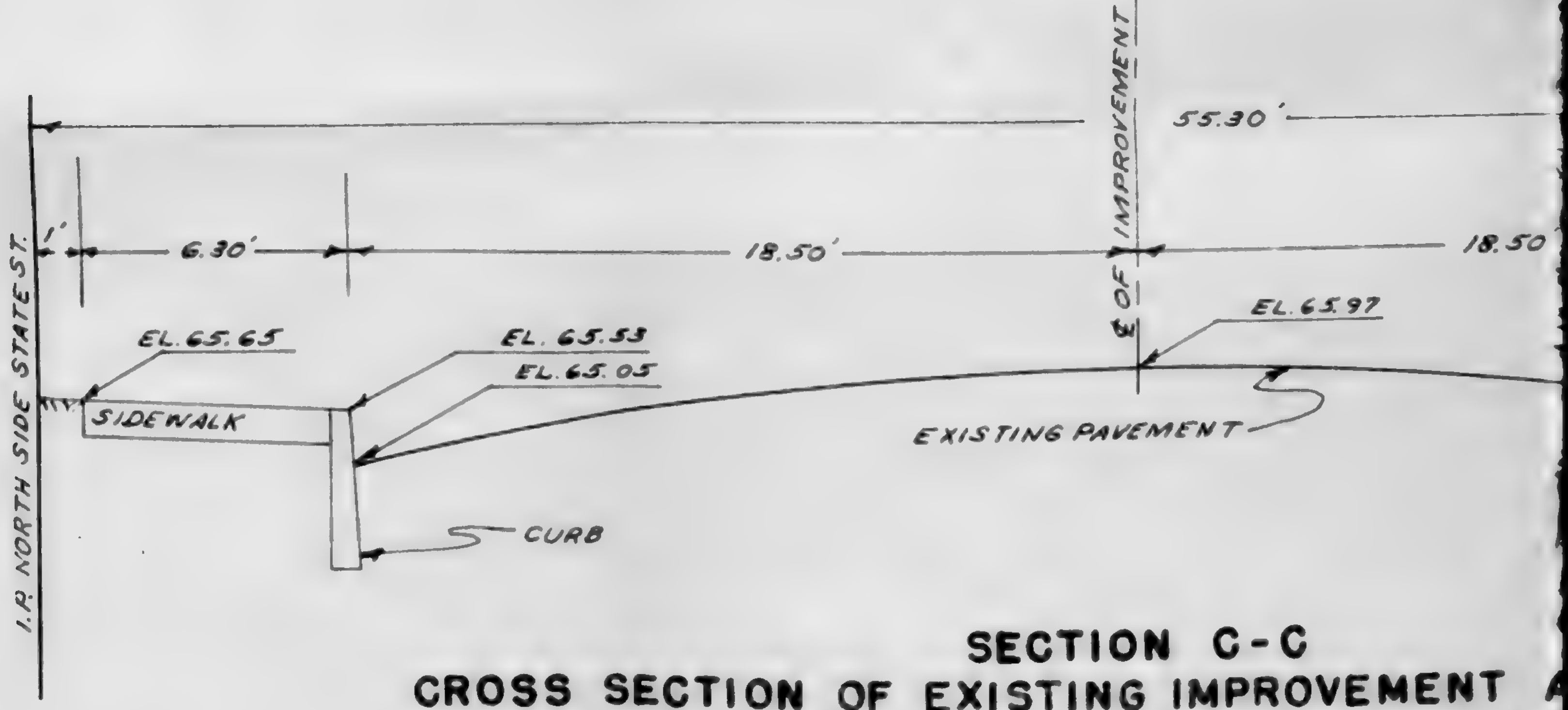
HORIZONTAL SCALE: 1"



SECTION B

CROSS SECTION OF EXISTING I

HORIZONTAL SCALE: 1"

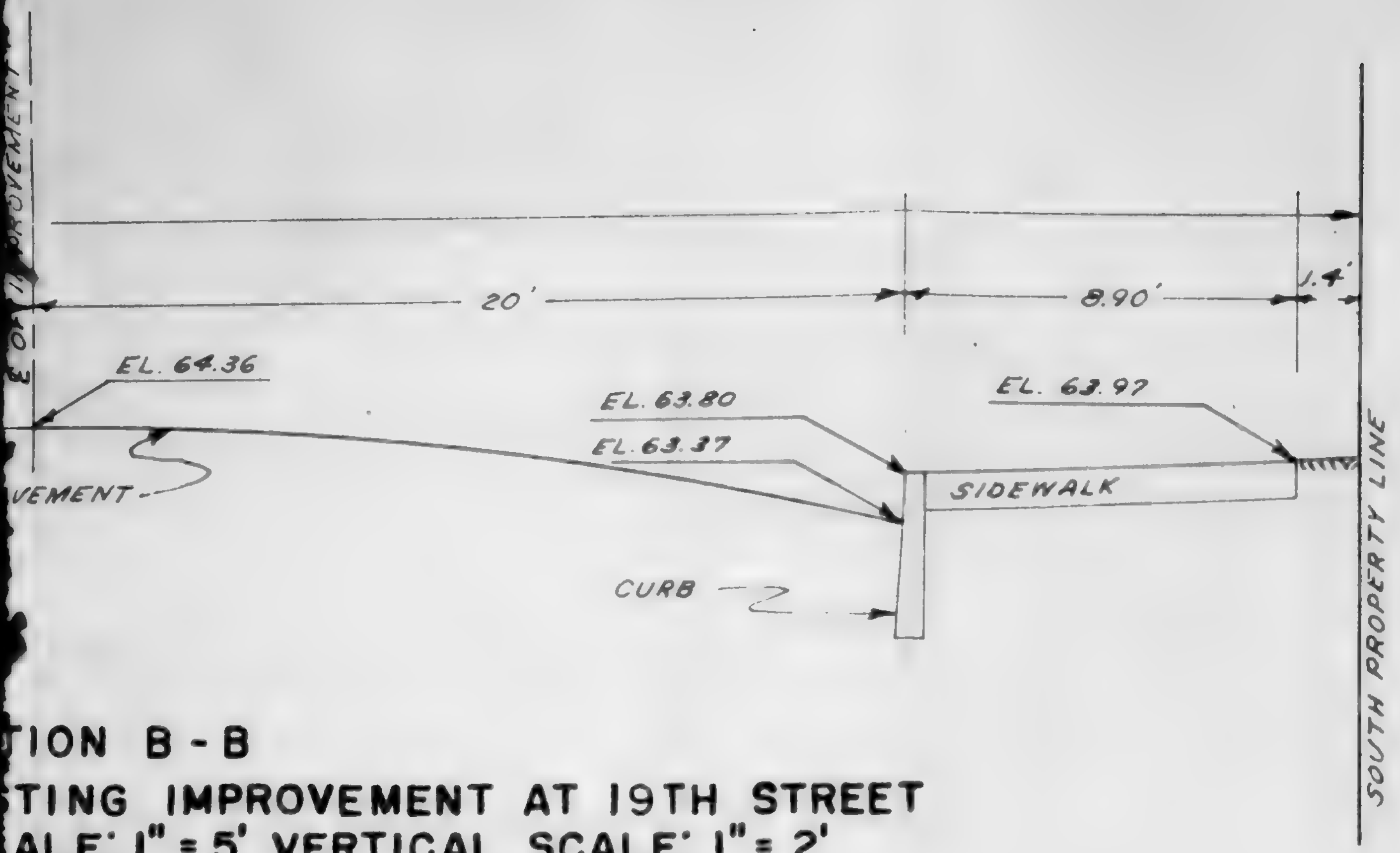


SECTION C-C

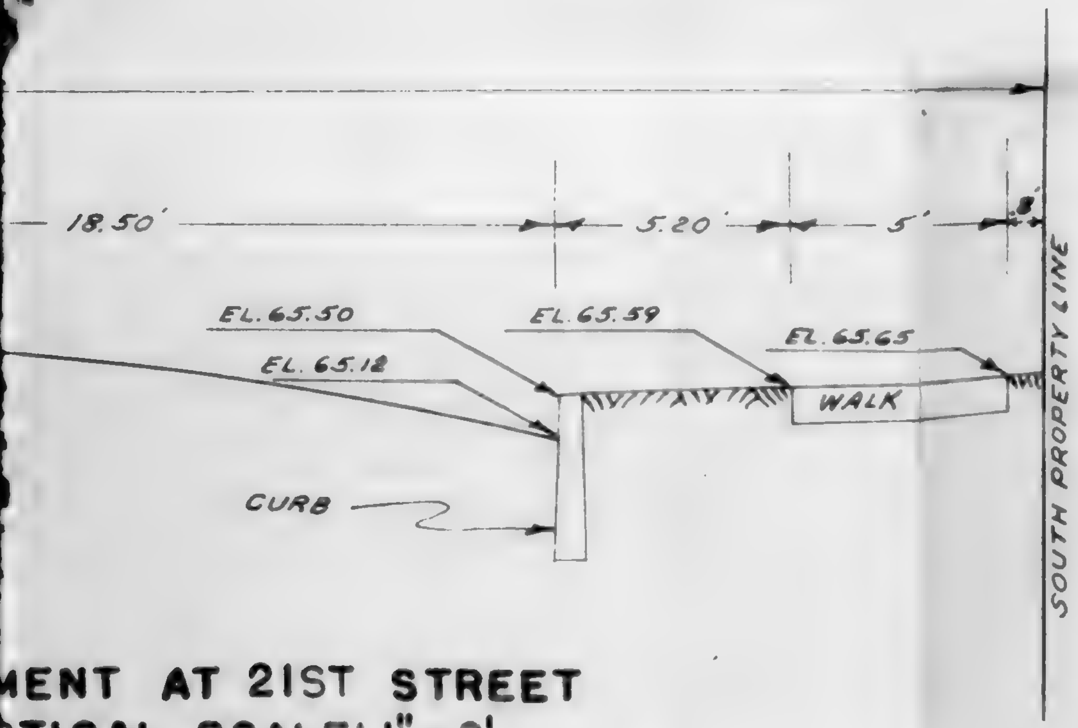
CROSS SECTION OF EXISTING IMPROVEMENT A

HORIZONTAL SCALE: 1" = 5' VERTICAL

SECTION A-A
TING IMPROVEMENT AT 17TH STREET
ALE: 1" = 5' VERTICAL SCALE: 1" = 2'



TION B-B
STING IMPROVEMENT AT 19TH STREET
ALE: 1" = 5' VERTICAL SCALE: 1" = 2'



MENT AT 21ST STREET
RTICAL SCALE: 1" = 2'

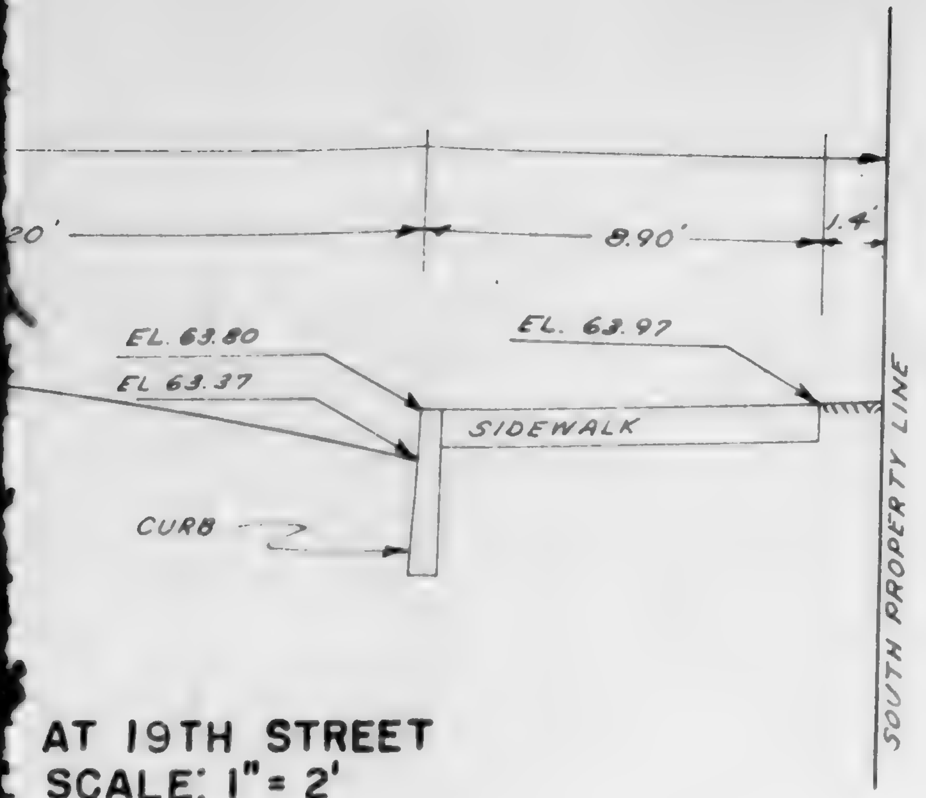
J. HAROLD D

CITY OF SALEM, OR
OFFICE OF
CITY ENGINEER

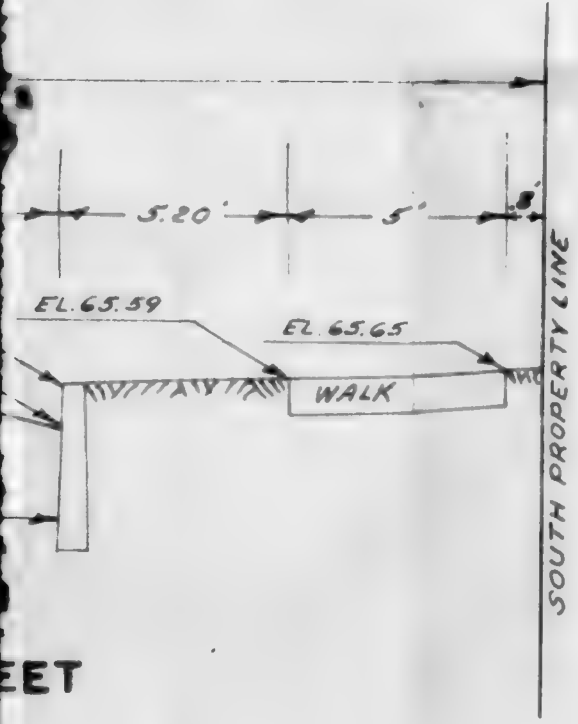
PLAN OF PROPOSED WIDENIN
STATE STREET FROM 12TH
TO THE EAST CITY LIMITS.

SCALE 1" = 100'	
DRAWN BY: J.A.	APPROV
DATE MAY 1957	SHEET

AT 17TH STREET
AL SCALE: 1"= 2'



AT 19TH STREET
SCALE: 1"= 2'



EET

J. HAROLD DAVIS

CITY OF SALEM, OREGON
OFFICE OF
CITY ENGINEER

PLAN OF PROPOSED WIDENING OF STATE STREET FROM 12TH STREET TO THE EAST CITY LIMITS.

SCALE 1"= 100'

DRAWN BY: J.A.

APPROVED BY: G.P.B.

DATE MAY 1957

SHEET NO. 1 OF 1

P

RECEIVED
FEB 20 1957
FOR FILING

Dist 265([illegible])

5211

Salem, Oregon
February 19, 1957

State Street widening project
in Salem

Mr. F. B. Crandall
Traffic Engineer

Reference is made to your letter of February 13 advising of the proposal by City Engineer Davis concerning the widening of State Street.

In talking with Davis, we can inform him of the thinking of the Highway Department in this matter at this time as follows:

The State has never been in favor of diagonal parking in areas where a car backing out of a parking slot would obstruct a lane of traffic, and we do not favor diagonal parking on State Street from 12th easterly to 17th. We would not look with favor upon the State participating in any of the cost for the extra width, should the City widen the street for diagonal parking.

We have no formal agreement with the City for any widening project easterly from 12th Street, and we have no funds available at the present time to participate in such a project. Should the City elect to proceed at the present time with the widening of State Street between 12th and 14th, it would have to take its own chances on such cost being taken into account in any future agreement for the over-all widening of 12th Street.

G. S. Paxson
Assistant State Highway Engineer

GSP:gm

cc Mr. W. C. Williams

RECEIVED
FEB 25 1957
FOR FILING
FORM 530—50M—8-56—86654

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 13, 1957

SUBJECT: State (ORE22) Widening Project
Salem

To:

Mr. G. S. Paxson

Assistant State Highway Engineer
Office

Harold Davis called me on the phone February 11, indicating the City is desirous of starting the ball rolling on a State-City cooperative project looking to the widening of State Street (ORE22) from 12th Street easterly to the City Limits. This is a project about which they broached Mr. Baldock some time ago when we were in the throes of the 12th Street improvement, and at that time Mr. Baldock apparently suggested that State Street be put off until we had the 12th Street job completed. More recently, I believe the subject has been mentioned or discussed with Mr. Williams who indicated at the present writing our program is made up and there are no monies available for a cooperative job, however it was suggested, according to Mr. Davis, that they submit a proposition with the thought that we might be able to work it in on future programing.

The City, anxious to move forward with the project, is thinking in terms of a proposition wherein the City would proceed in the near future with widening of a two-block section between 12th and 14th. The City would be allowed credit for work done on over-all 75-25 State-City proposition as ultimately might be worked up for the project in its entirety, from 12th Street to the City Limits. I told Harold Davis that such an arrangement might be in the realm of possibility, and that I would discuss such with you.

Now comes an alternate proposition which complicates possible cooperative setup. In the block between 12th and 13th, and possibly on over to 14th, certain factions amongst the City people wish to widen the section as will permit four moving lanes, with parallel parking on the north side and angle parking on the south side. Harold Davis himself is well aware of the fact that our Department frowns on the expenditure of State monies to provide "parking lot" for local business establishments which is, in effect, the case when you widen an additional 10 feet, or thereabouts, to provide for angle parking. This, over and above the known fact that angle parking is doubly bad insofar as moving traffic is concerned as against parallel parking.

What Harold Davis would like to know is the reaction of our Department to alternate propositions:

1. A cooperative widening project which would call for widening State Street between 12th and 17th Street as would care for four moving lanes of traffic with parallel parking both sides, and widening between 17th and the City Limits as would provide four moving lanes with no parking whatsoever (this latter section narrows to 60' right of way), such project to be set up on our 75-25 State-City cooperative arrangement, with the City to proceed with widening of the section between 12th and 14th, and to be given credit for such expenditure at such time as the over-all project from 12th to the City Limits could be completed.

2. Cooperative proposition, as put above, except that State Street between 12th and 14th be widened sufficiently to provide four moving lanes with parallel parking on the north side and angle parking on the south side.

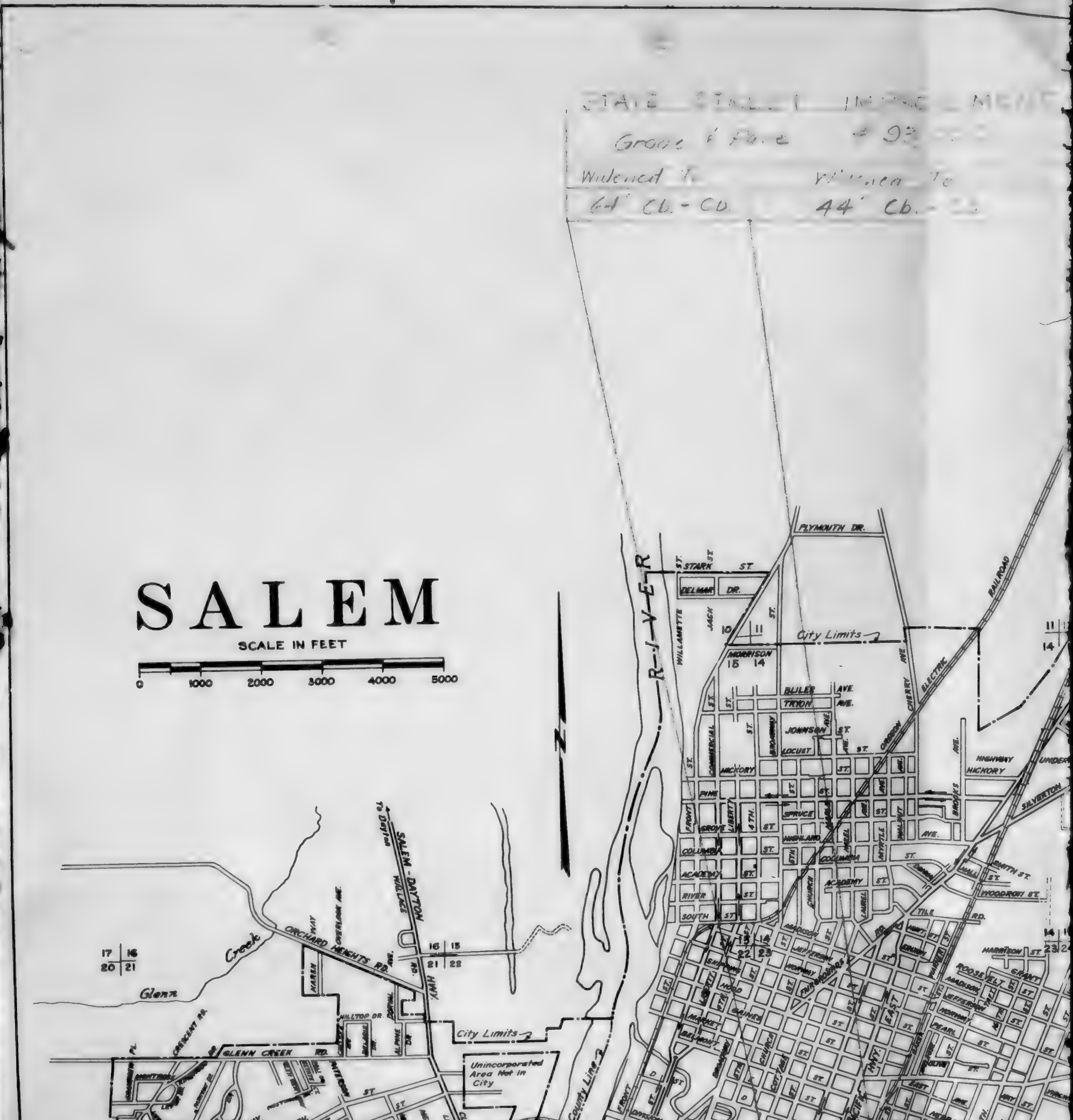
I indicated to Harold Davis that from a traffic standpoint I could not recommend the second proposition, and again that it had been the general policy of our Department to steer clear of participating in any project or portion thereof which widened the streets to provide angle parking.

Harold Davis's objective, at the moment, is to feel out verbally the probable reaction of our Department before formalizing any request or proposition in a written request from the City. I told him I would pass the above along to you and endeavor to get the reaction of our Department.

F. B. Crandall

F. B. Crandall
Traffic Engineer

RECEIVED
FEB 14 1957
OFFICE OF
STATE HIGHWAY ENGINEER



STATE STREET IMPROVEMENT

Grove & Pine # 93

Widened To
64' Cb.-Cb.

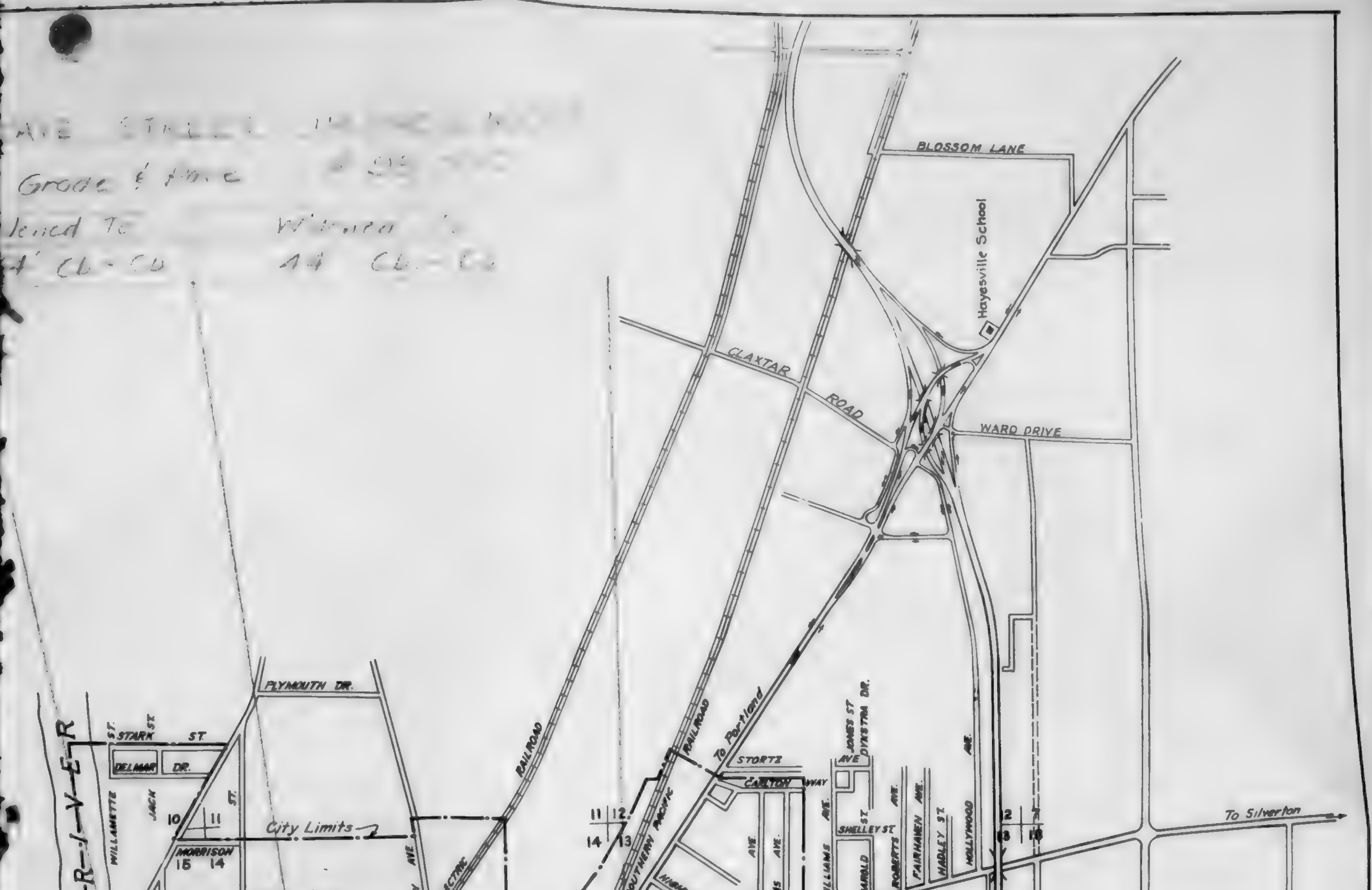
Widened To
44' Cb.-Cb.

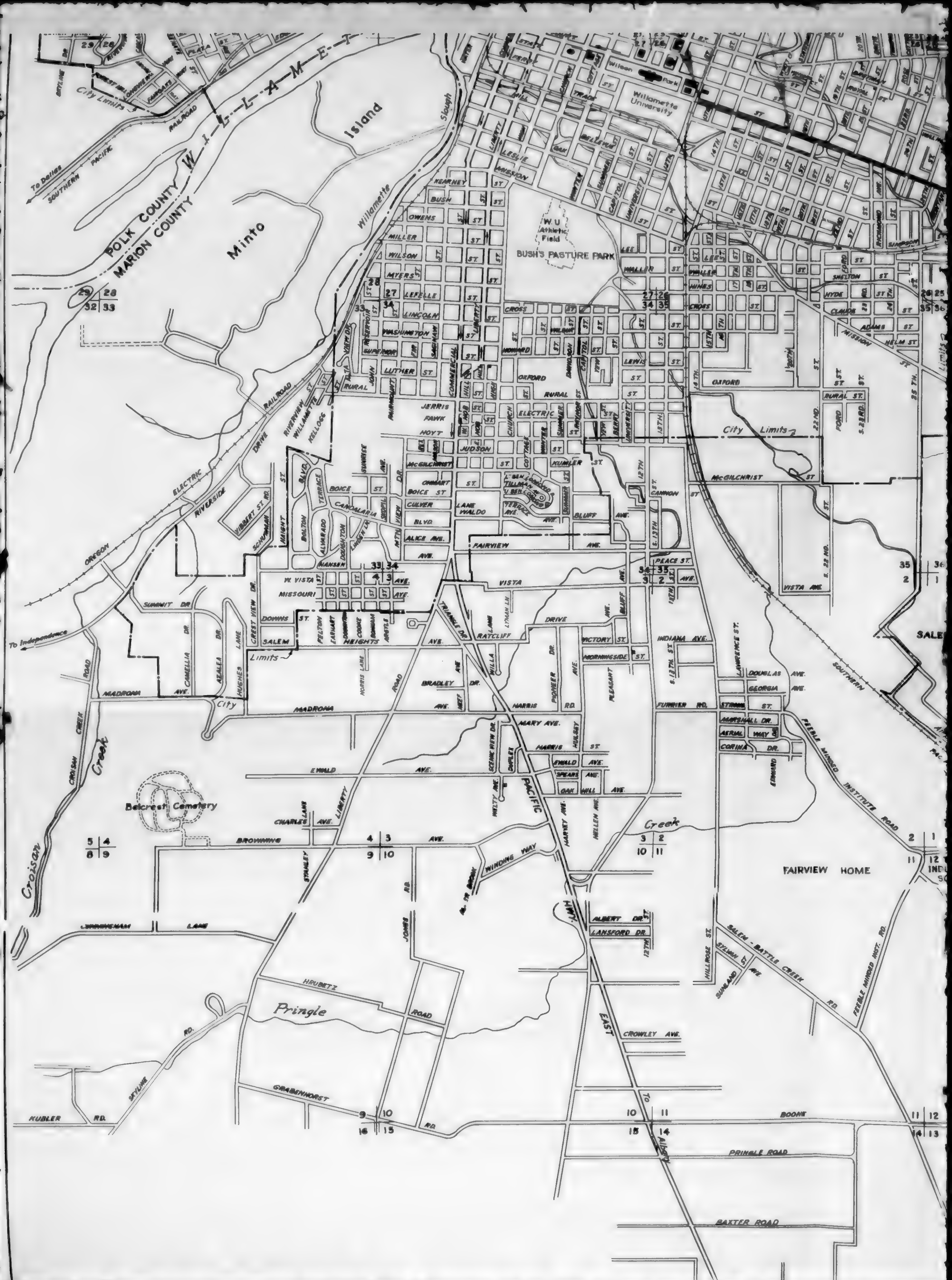
ATE STREET [illegible]

Grove & Pine # 98 [illegible]

lened To Widened To

4' CL-CL 44' CL-CL




W-I-L-L-A-M-E-T-T-E
POLK COUNTY
MARION COUNTY
Minto
Island
Willamette
Slough
City Limits
To Dallas
SOUTHERN PACIFIC RAILROAD
Wilson Park
Willamette University
W.U. Athletic Field
BUSH'S PASTURE PARK
KEARNEY
BUSH
OWENS
MILLER
WILSON
MYERS
LEFELLE
LINCOLN
WASHINGTON
SUPERIOR
LUTHER
RURAL
OXFORD
JERRIS
FAWK
HOYT
JUDSON
McGILCHRIST
BOICE ST.
CULVER
LANE
WALDO
ELECTRIC
HOWARD
CROSS
LEWIS
LESLIE
MISSION
TRADE
MILL
LEE
WALLER
HINES
SHELTON
HYDE
CLAUDE
ADAMS
HELM ST.
COMMERCIAL
LIBERTY
RESERVOIR
FAIRMOUNT
SAGINAW
ALTA VISTA DR.
ELECTRIC RAILROAD
OREGON
RIVERSIDE
RIVERVIEW
WILLAMETTE
KELLOGG
DRIVE
VIBBERT ST. RD.
SCHURMAN
KNIGHT
BLVD.
TERRACE
BOLTON
ALVARADO
CANDALARIA BLVD.
SUNRISE AVE.
MTN VIEW DR.
ALICE AVE.
FAIRVIEW AVE.
HANSEN AVE.
W. VISTA
MISSOURI
VISTA
DOWNS ST.
SUMMIT DR.
CREST VIEW DR.
SALEM HEIGHTS AVE.
FELTON
FAIRHAVEN
TRIANGLE DR.
RATCLIFF DRIVE
LYMAN LN.
VICTORY
MORNINGSIDE ST.
INDIANA AVE.
PEACE ST.
BLUFF AVE.
S. 13TH ST.
CANNON ST
12TH
McGILCHRIST ST.
City Limits
OXFORD
RURAL ST.
22ND
35TH
VISTA AVE.
SALEM
SOUTHERN PACIFIC
FEEBLE MINDED INSTITUTE ROAD
DOUGLAS AVE.
GEORGIA AVE.
STRONG ST.
MARSHALL DR.
AERIAL WAY
CORINA DR.
EDWARD
FURNIER RD.
LAWRENCE ST.
HARRIS RD.
PIONEER DR.
PLEASANT
BRADLEY DR.
WILLA LANE
HARRIS ST.
MARY AVE.
EWALD AVE.
SPEARS AVE.
OAK HILL AVE.
PACIFIC
HARVEY AVE.
HELLEN AVE.
Creek
SCENIC VIEW DR.
DUPLEX
WESTY AVE.
MADRONA AVE.
City Limits
CAMELLIA DR.
AZALEA DR.
HUGHES LANE
NORRIS LANE
ROAD
To Independence
CROISAN CREEK ROAD
Croisan Creek
Belcrest Cemetery
CHARLES AVE.
LIBERTY
BROWNING AVE.
STANLEY
JONES RD.
WINDING WAY
FAIRVIEW HOME
ALBERT DR.
LANSFORD DR.
12TH ST.
HILLROSE ST.
SYLVAN AVE.
SUNLAND
SALEM - BATTLE CREEK RD.
FEEBLE MINDED INST. RD.
CUNNINGHAM LANE
HRUBETZ ROAD
Pringle
RD.
SKYLINE
KUBLER RD.
GRABENHORST RD.
CROWLEY AVE.
EAST
To Albany
BOONE
PRINGLE ROAD
BAXTER ROAD
29 28 32 33
28 27 33 34
27 26 34 35
26 25 35 36
33 34 4 3
34 35 3 2
35 36 2 1
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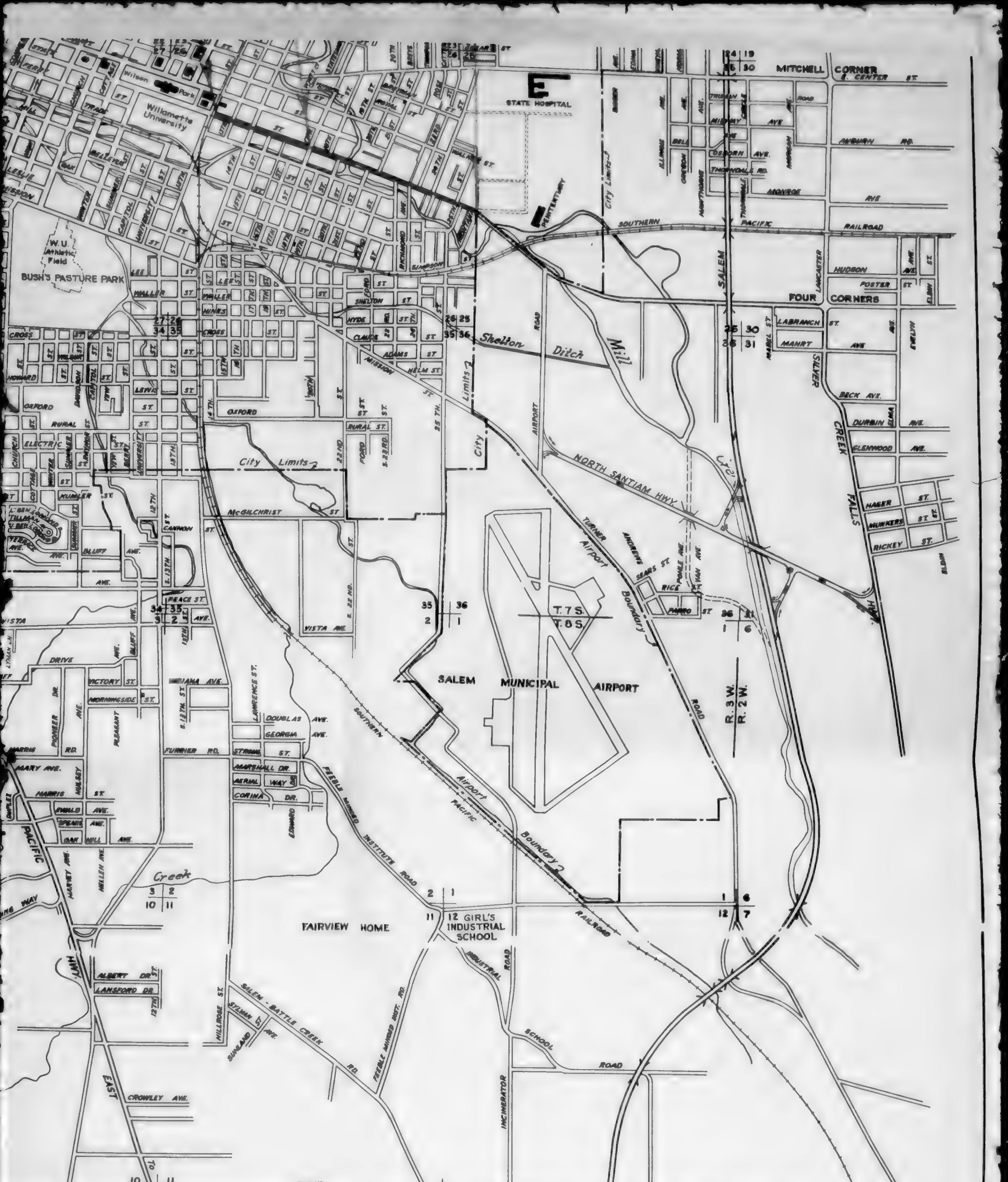
E
STATE HOSPITAL
MITCHELL CORNER
CENTER ST.
Wilson Park
Willamette University
TRADE
BELLEVUE
OAK
LESLIE
MISSION
WINTER
SUMMER
CAPITOL
UNIVERSITY
12TH
14TH
17TH
19TH
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STATE ST.
WALLER ST.
TURNER RD.
MIDWAY AVE.
OSBORN AVE.
THORNDALE RD.
AUBURN RD.
MONROE
AVE
ELLIOTT
OREGON
HAWTHORNE
BELL
MORGAN
PENITENTIARY
City Limits
SOUTHERN PACIFIC RAILROAD
W.U. Athletic Field
BUSH'S PASTURE PARK
LEE
WALLER
WINES
CROSS
HOWARD
OXFORD
RURAL
ELECTRIC
CHURCH
COTTAGE
KUMLER
LEWIS
SIMPSON
RICHMOND
SHELTON ST.
HYDE
CLAUDE
ADAMS
HELM ST.
MISSION ST.
Shelton Ditch
Mill Creek
HUDSON
FOSTER
FOUR CORNERS
LANCASTER
LABRANCH ST.
MAHRT AVE
MABEL ST.
EVELYN
ELDIN
SILVER CREEK FALLS HWY.
BECK AVE.
DURBIN AVE.
ELMA
GLENWOOD AVE.
HAGER ST.
MUNKERS ST.
RICKEY ST.
SALEM
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City Limits
McGILCHRIST ST.
CANNON
BLUFF AVE.
AVE.
VISTA AVE.
PEACE ST.
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36 31
1 6
AIRPORT ROAD
25 TH.
22 ND.
S. 22 ND.
FORD
RURAL ST.
NORTH SANTIAM HWY.
TURNER ROAD
Airport Boundary
ANDREWS
SEARS ST.
RICE
PARRO ST.
POWLE AVE.
VAN AVE.
T. 7 S.
T. 8 S.
R. 3 W.
R. 2 W.
SALEM MUNICIPAL AIRPORT
VISTA
DRIVE
VICTORY ST.
MORNINGSIDE ST.
PIONEER DR.
PLEASANT
INDIANA AVE.
S. 12TH ST.
LAWRENCE ST.
DOUGLAS AVE.
GEORGIA AVE.
FURRIER RD.
STRONG ST.
MARSHALL DR.
AERIAL WAY
CORINA DR.
EDWARD
MARY AVE.
HARRIS ST.
EWALD AVE.
SPEARS AVE.
OAK HILL AVE.
HALSEY
HARVEY AVE.
MELLEN AVE.
PACIFIC
SOUTHERN PACIFIC RAILROAD
FEEBLE MINDED INSTITUTE ROAD
Airport Boundary
Creek
3 2
10 11
2 1
11 12
1 6
12 7
FAIRVIEW HOME
GIRL'S INDUSTRIAL SCHOOL
INDUSTRIAL ROAD
MAIN
ALBERT DR.
LANSFORD DR.
12TH ST.
HILLROSE ST.
SYLVAN AVE.
SUNLAND
SALEM - BATTLE CREEK RD.
FEEBLE MINDED INST. RD.
INCINERATOR ROAD
SCHOOL ROAD
EAST
CROWLEY AVE.
To Turner
BOONE RD.
10 11
15 14
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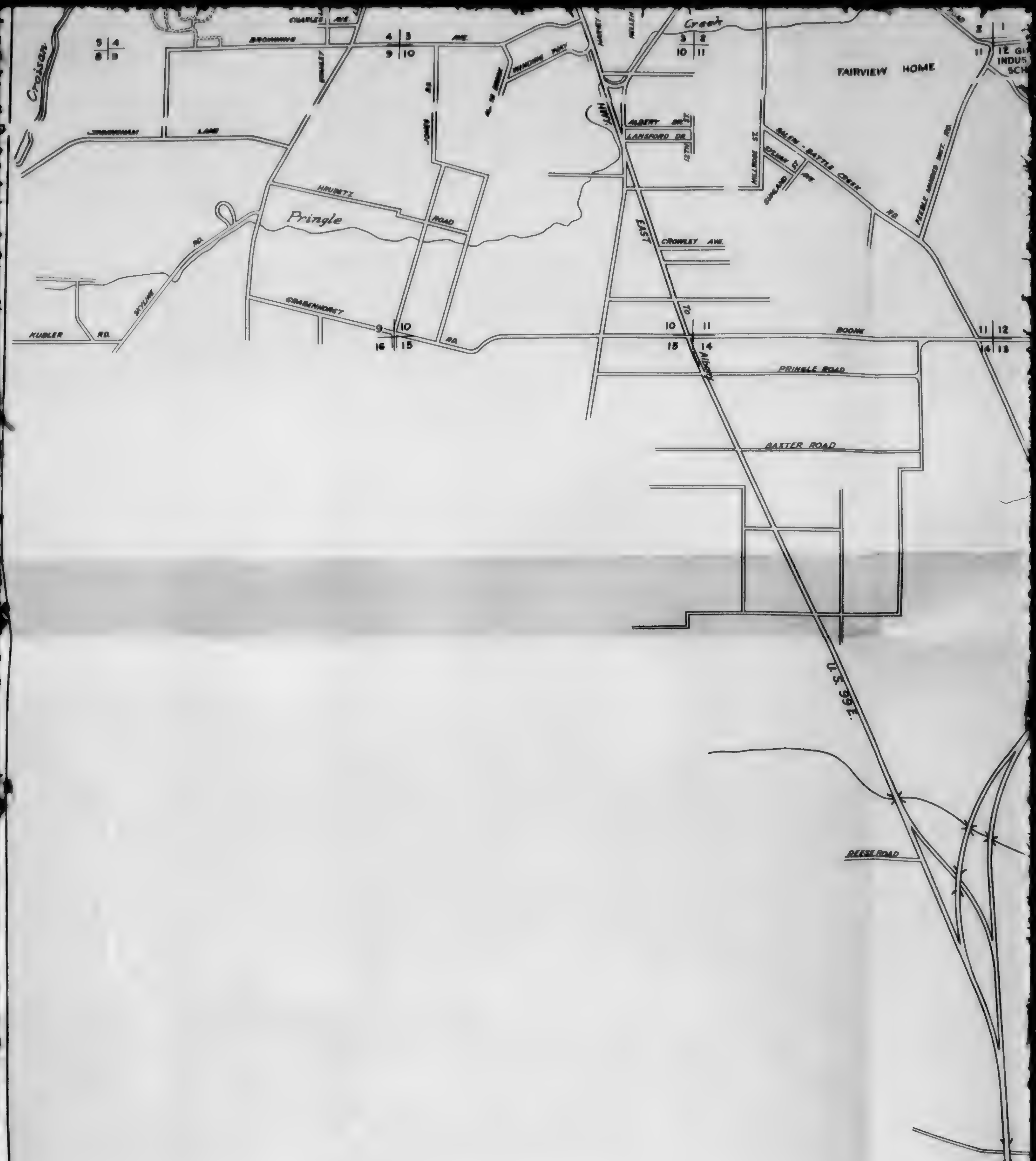
14 13
12 7
13 18
PRINGLE ROAD
BAXTER ROAD
Rev 8-25-52


Croisan
Charles Ave.
Browning Ave.
Stanley
Cunningham Lane
Jones Rd.
Winding Way
Harvey
Hellen
Creek
Main Hwy.
Albert Dr.
Lansford Dr.
12th St.
Hrubetz Road
Pringle
Skyline Rd.
Kubler Rd.
Grabenhorst Rd.
Hillrose St.
Sylvan Ct.
Sunland Ave.
Salem - Battle Creek Rd.
Feeble Minded Inst. Rd.
Fairview Home
12 Gi Indus Sch
East Crowley Ave.
To Albany
Boone
Pringle Road
Baxter Road
U.S. 99E.
Reese Road
To Albany
5 4 8 9
4 3 9 10
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2 1 11 12
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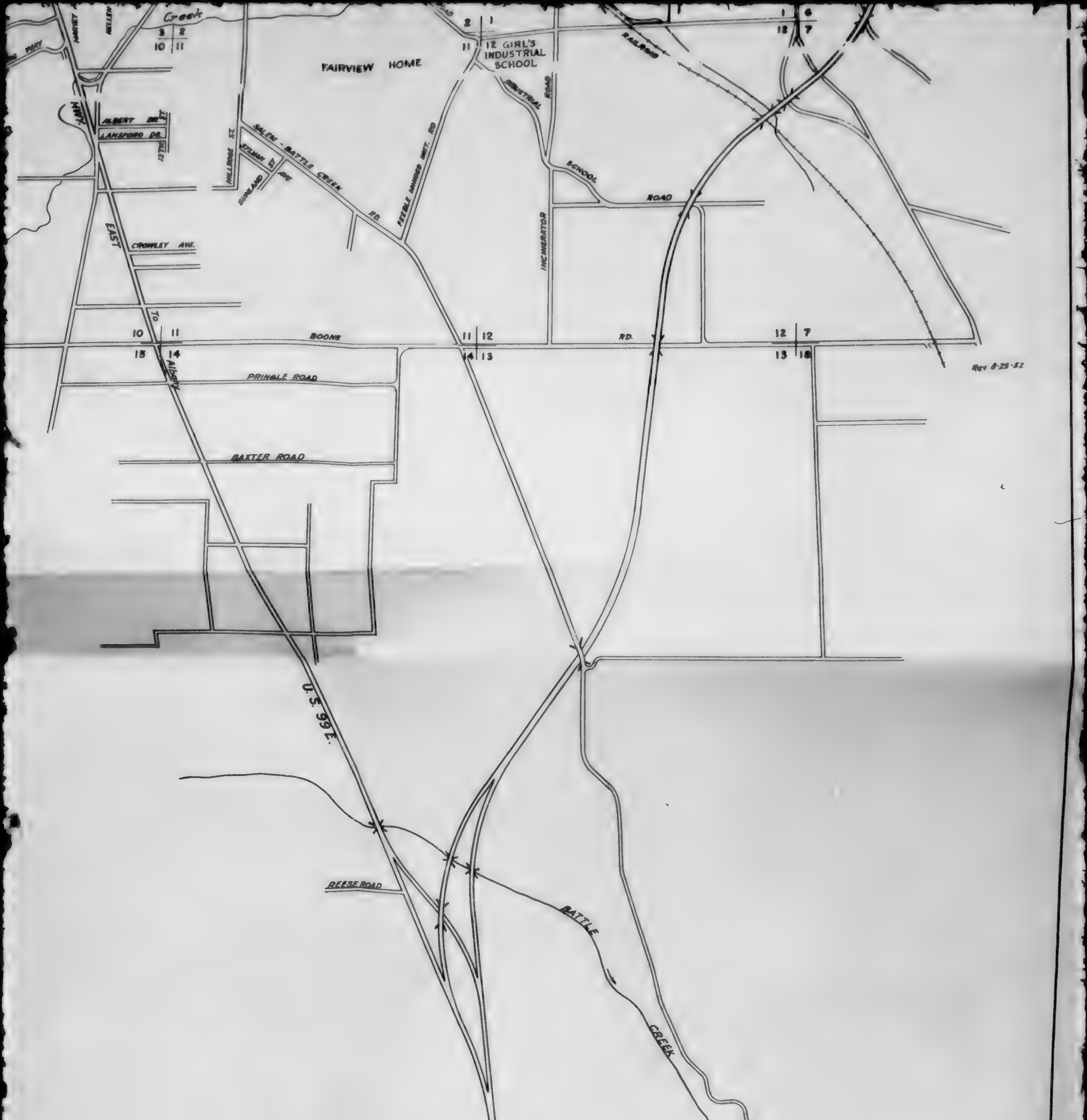
10 11 15 14
11 12 14 13


Creek
3 2
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WAY
HWY
ALBERT DR.
LANSFORD DR.
12TH ST.
FAIRVIEW HOME
2 1
11 12 GIRL'S INDUSTRIAL SCHOOL
INDUSTRIAL
ROAD
RAILROAD
1 6
12 7
HILLRIDGE ST.
SYLVAN ST.
AVE.
SUNLAND
SALEM - BATTLE CREEK RD.
FEEBLE MINDED INST. RD
SCHOOL ROAD
INCINERATOR
EAST
CROWLEY AVE.
TO ALBANY
10 11
15 14
BOONE RD.
11 12
14 13
12 7
13 18
Rev 8-25-52
PRINGLE ROAD
BAXTER ROAD
U. S. 99E.
REESE ROAD
BATTLE CREEK
TO ALBANY

I-5-6(3)296 19th Ave. and Mult. Blvd. 1958
Undercrossings.
5219

RECEIVED

FOR FILING

5217

January 12, 1961

Federal Insurance Co.,
Bonding Department
320 California Street
San Francisco 4, California

Gentlemen:

State Highway contract #5217 for bridge construction on the 19th Avenue and Multnomah Blvd. Undercrossings on Pacific Highway in Multnomah County was completed by the contractor, Tom Lillebo Construction Co., on November 26, 1960, and was formally accepted by the Highway Commission on December 12, 1960.

Final payment in the amount of $20,586.99 will be released to the contractor on or after January 23, 1961. The total contract amount is $287,196.66, of which amount $4,051.83 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent as your company appears as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

dc

cc: Federal Insurance Co.,
Ward Cook-Rodgers Ins. Co. Inc.,
603 Panama Bldg.,
Portland, Oregon

cc: Tom Lillebo Const. Co.,
Box 365
Reedsport, Oregon

FORM E-123-K 75M 1-60

COMMISSIONERS
M. K. MCIVER, CHAIRMAN
PORTLAND
KENNETH N. FRIDLEY, MEMBER
WASCO
GLENN L. JACKSON, MEMBER
MEDFORD
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

1-5-6 (3) 296

5219

January 3, 1961

Mr. C. G. Polk, Division Engineer
Bureau of Public Roads
Room 408
State Highway Building
Salem, Oregon

RE: 19th Ave. & Mult.
Blvd. U'xings
Contract #5219
FAP No. I-5-6(3)296

Dear Sir:

Tom Lillebo Construction Company completed work on Contract #5219, 19th Avenue and Multnomah Boulevard Undercrossings of the Pacific Highway (R. H. Baldock Freeway), Multnomah County, FAP No. I-5-6(3)296, on November 26, 1960.

Very truly yours,

Ivan D. Merchant
Bridge Engineer

CAG:nk

cc: J. W. Nash
Floyd Query
D. B. Parkes

FORM E-129 5M 4-

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUL 9 - 1958
FOR FILING
[illegible]
5219

July 8, 1958

Tom Lillebo Construction Company
Box 365
Reedsport, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5219, awarded June 19, 1958, for 19th Avenue and Multnomah Boulevard Undercrossings on the Pacific Highway (Baldock Freeway) in Multnomah County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 24 1958
FOR FILING

June 23, 1958

Tom Lillebo Construction Company
Box 365
Reedsport, Oregon

Gentlemen:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5219 for bridge construction on the 19th Avenue and Multnomah Boulevard Undercrossings on the Harbor Drive-Washington County Line Section of the Pacific Highway (B. H. Baldock Freeway) in Multnomah County.

This award was based on your bid of $280,856.75 which was the low bid submitted to the Commission on May 29, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant

RECEIVED

FOR FILING

When replying,
refer to 08-35.4-0

1-5-6(3)296

5217

June 19, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5219 for Oregon Project I-5-6(3)296, 19th Ave. and Multnomah Blvd. Undercrossing Structures on the Pacific Highway in Portland, to Tom Lillebo Construction Co. of Reedsport, Oregon, low bidder in the amount of $280,856.75 at the May 29, 1958 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

NOTED
G. S. PAXSON

27-1046 Church St. and E. St.-E. City 1958
Limits-Monmouth.
5220

Sp. Stating Tax Street Fund 138

RECEIVED
[illegible] 1958
FOR FILING

NOTED
W. C. WILLIAMS

A

December 11, 1958

FINAL COST ANALYSIS

Church St. & East St.-East City Limits Grading and Paving
Contract No. 5220
Central Paving Co., Contractor
S. F. Walters, Resident Engineer

Prefix 27-1046

27-1046

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Removal of Catch Basins	2	Each	$ 20.00	$ 19.15	$ 38.30	$ 40.00
Drainage Excavation	381.9	Cu.Yd.	2.20	2.10	804.39	840.18
General Excavation	1,098.8	Cu.Yd.	1.50	1.30	1,427.49	1,648.20
Finish Roadbed & Slopes	.24	Mile	750.00	600.00	144.00	180.00
8" Sewer Pipe	185	Lin.Ft.	2.00	1.91	354.24	370.00
12" Sewer Pipe	614	Lin.Ft.	2.10	2.01	1,234.47	1,289.40
18" Sewer Pipe	830	Lin.Ft.	3.85	3.68	3,059.37	3,195.50
Concrete Manhole	3	Each	160.00	153.18	459.55	480.00
Concrete Inlets, Type "G"	7	Each	42.00	40.21	281.50	294.00
Adjustment of Manholes	3	Each	20.00	15.22	45.66	60.00
1½" Electrical Conduit	90	Lin.Ft.	1.60	.89	79.90	144.00
Coarse Crushed Material in Base	2,850	Cu.Yd.	2.60	2.56	7,287.39	7,410.00
3/4"-0 Crushed Material in Base	753	Cu.Yd.	3.00	2.91	2,193.48	2,259.00
Sprinkling	66	M/Gal.	3.50	2.50	165.24	231.00
Class "B" Asphaltic Concrete	1,688.33	Ton	7.50	7.23	12,207.38	12,662.48
Force Account					90.55	90.55
					$29,963.46	$31,194.31

Gross Revenue	$31,194.31
Total Cost	29,963.46
Net Profit	$ 1,230.85

Net Profit equals 3.9% of Gross Revenue

RECEIVED
DEC 18 1958
OFFICE OF
STATE HIGHWAY ENGINEER

CHURCH ST. & EAST ST.-EAST CITY LIMITS
CONTRACT NO. 5220

Labor:

Labor		$3,411.76	
Labor Insurance		346.57	
Health and Welfare		102.35	
			$ 3,860.68

Materials:

Base Material purchased from Commercial Plant	2,850 Cu.Yd. at $1.60	$4,560.00	
3/4"-0 Material purchased from Commercial Plant	753 Cu.Yd. at $1.85	1,393.05	
1½" Electrical Conduit	90 feet at $ .63	56.70	
Asphaltic Concrete Mix purchased from Commercial Plant	1,688.33 Ton at $4.45	7,513.07	
Manhole Rings		28.68	
			$13,551.50

Equipment Rental and Miscellaneous Supplies:

Equipment Rentals Owned	$2,281.30	
Equipment Rental Hired	2,135.44	
Gas, Oil and Grease	347.80	
Bond	187.17	
P. U. C.	72.20	
PL & PD Insurance	48.25	
Small Tools and Miscellaneous Supplies	311.94	
Amout paid Frank and Harry for Pipe and Ditching	6,231.35	
Home Office and General Overhead	935.83	
		$12,551.28
TOTAL COST		$29,963.46

REMARKS:

This was a State Project calling for the grading and paving of .52 mile of roadbed widening on Church Street and East Street-East City Limits in the City of Monmouth in Polk County.

The contract was bid May 29, 1958, awarded June 19, 1958, work started June 18, 1958 and the project was completed September 10, 1958.

The following items were subcontracted to "Frank and Harry's Power Ditching": Removal of catchbasins, drainage excavation, all of the sewer pipe, and all of the concrete work. The subcontractor started the installation of the sewer pipe on June 18, 1958, and completed this work on approximately July 10, 1958. Work was started on the catch basins and manholes after the pipe was installed and these items required approximately one week to complete. Good progress was made on these items.

The contractor did the excavation with one motor grader, one front end loader and four 5-cubic yard trucks. This work was started approximately July 14, 1958, and the contractor worked until he was closed down due to the strike. Work was resumed August 13, 1958 and completed this week.

The coarse crushed gravel was purchased from the contractor's commercial gravel plant located at Independence and hauled to the project with hired trucks and processed with the contractor's equipment.

The contractor furnished the Class "B" asphaltic concrete from his commercial paving plant at Independence and hauled with his own trucks and five to six hired trucks. He used one Barber Greene paver, and two rollers.

The contractor had good bid prices, good equipment, and good supervision, realizing a fair profit.

M. N. Juve
Chief Cost Analyst

By

George Kayser

RECEIVED
DEC 1 1958
FOR FILING

files

OREGON STATE HIGHWAY DEPARTMENT
(date)

November 26, 1958

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5220	Est. 5-F	Central Paving Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
27376	H 229291	$ 935.83	11/26/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Doris Weisenbaum
ACCOUNTING DIVISION

Specified completion date: **50 workdays from June 30, 1958**

Time Extensions: **None**

Completion Date: **Sept. 10, 1958**

Date Accepted: **Oct. 23, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Nov. 28, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed:

NOV 28 1958
JC

NOTED ON CARD
om

A

RECEIVED
NOV 14 1958
FOR FILING

Nov. 14, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5220 for grading and paving on Church Street and East Street-E. City Limits (Monmouth) Section of City Street and Monmouth-Independence Highway in Polk County, was completed by the contractor, Central Paving Co., on Sept. 10, 1958, and was formally accepted by the Highway Commission on Oct. 23, 1958.

Final payment in the amount of $935.83 will be released to the contractor on or after Nov. 24, 1958. The total contract amount is $31,194.31, of which amount $90.55 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
cm

RECEIVED
NOV 6 - 1958
FOR FILING

27-1046

5220

Nov. 5, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

The State Highway Commission is prepared to release semi-final payment to Central Paving Co., in connection with Contract No. 5220, for grading and paving on the Church Street and East Street-E. City Limits (Monmouth) Section of City Street and Monmouth-Independence Highway in Polk County.

This payment, in the amount of $2,791.56, will be released to the contractor on or after Nov.15, 1958. The retained percentage is $935.83.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

em

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—10M

27 1046

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 13, 1958, 19

Section Church St. & East St.-City Limits

Kind of work Grading & Paving

Highway City Street & Monmouth-Independence County Polk

Section prefix 27-1046

Contractor Central Paving Co.

Contract number 5220

Date of contract June 19, 1958, 19

Specified work days 50

Date work started June 18, 1958, 19

Work days used 34

Project authorization $41,026.50

Exclusive of engineering $39,109.06

Per cent of time elapsed 68 %

Estimated cost of completed project, exclusive of engineering $37,600

Estimated per cent overrun or underrun -4 %

Per cent of contract completed, based on total contract price 100 %

Engineering authorization $2917.44

Engineering cost to date $1600, 55 %

Date project was completed Sept. 10, 1958, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished the paving on East St.-City Limits section and worked on base course on Church St. Monday. Completed base and paving on Church St. Wednesday night.

Hope to complet semi-finals next week.

FINAL REPORT

NOTED

CONSTRUCTION DIVISION
RECEIVED
SEP 15 1958
NOTED-- CE ACE ACE COE

Noted
M. N. Juvé

NOTED
C. E. D

Signed S J Waller.

Address Box 324, Albany

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	.24	.52			.52
Miles partially completed					
Miles completed	.24	.52			.52
Total estimated quantities (contract)	2290	3840			1840
Total quantities corrected to date	1480	3532			1690
Estimated quantities moved or placed to date	1480	3532			1690
Average daily quantities	63	588			423
Average daily quantities necessary to complete project on time	complete				complete
Number shifts per day		1			1
Hours per shift		8			9
Average force on project for week					23

Men	5
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	17
Men and tractors	

Equipment used during week: Shovels Loader 1, Power graders 1, Rollers 2, Mixers ...., Crushing or screening plants Paving 1

Compressors ...., Bulldozers ...., Compaction rollers ...., B-G. 1 . ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	Shrs		
Thursday	Cldy		
Friday	shrs		
Saturday			

RECEIVED
AUG 1 1958
FOR FILING

26-1246

5220

July 3 , 1958

Central Paving Co.
P.O. Box 38
Independence, Oregon

Gentlemen:

We enclose for your files fully executed copies of the following described contracts which were awarded to you by the State Highway Commission.

Contract No. 5218, awarded June 19, 1958, for grading and paving 12th St.-E. City Limits (Salem, Silver Creek FallsHighway in Marion County.

Contract 5220, awarded June 19, 1958, for grading and paving Church Street and East Street-E. City Limits (Monmouth) in Polk County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc. 2

9

RECEIVED
JUN 24 1958
FOR FILING

June 23, 1958

Central Paving Company
P. O. Box 38
Independence, Oregon

Gentlemen:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5220 for grading and paving on the Church Street and East Street-East City Limits (Monmouth) Sections of Church Street and the Monmouth-Independence Highway in Polk County.

This award was based on your bid of $33,968 which was the low bid submitted to the Commission on May 29, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)

P

RECEIVED
APR 9 1958
FOR FILING

27-1046

5220

April 9, 1958

Elsie Brisbane, City Recorder
City Hall
Monmouth, Oregon

Dear Miss Brisbane:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Monmouth covering the Special City Allotment project on Church Street in Monmouth.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
APR 14 1958
FOR FILING

Salem, Oregon
April 9, 1958 [illegible] #130

$250,000 Fund Agreement (1958)
City of Monmouth

Mr. C. G. Swenson
City & County Relations Dept., Engr.
Office

Attention: John D. Graham
Office Engr., City & County Relations

Attached is a conformed copy of an agreement with the City of Monmouth covering the Special City Allotment project on Church Street.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Monmouth, Oregon.

Secretary

rn
Attach: 1

FORM 530—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 2, 1958

SUBJECT: $250,000 Fund Agreement (1958)
City of Monmouth

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on Church Street in Monmouth.

Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

The project was approved by the Commission on December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County & City Relations

JDG:mm
Att.

APPROVED
ASST. STATE HIGHWAY ENGINEER
Date Apr. 3, 1958

AUTHORIZED BY HIGHWAY COMMISSION
DATE 12-5-57- Minute Page 37
Secretary

RECEIVED
APR 8 1958
OFFICE OF
STATE HIGHWAY ENGINEER

ORDINANCE NO. 472

3-25-58

AN ORDINANCE PROVIDING FOR A FORM OF AGREEMENT BY AND BETWEEN THE CITY OF MONMOUTH, OREGON, AND THE STATE OF OREGON, ACTING BY AND THROUGH ITS STATE HIGHWAY COMMISSION, FOR THE IMPROVEMENT OF CHURCH STREET FROM MONMOUTH STREET TO WEST STREET, A DISTANCE OF APPROXIMATELY 0.28 MILES AND DECLARING AN EMERGENCY.

Whereas the City of Monmouth, Oregon, has heretofore made an application to the State Highway Commission for assistance in repair or reconstructing under the provision or ORS 366.800 and 366.805, and,

Whereas the State Highway Commission has accepted such application for the improvement of Church Street from Monmouth Street to West street, a distance of approximately 0.28 mile, and,

Whereas in form of an agreement prepared by the State Highway Commission, a copy of which is marked "Exhibit"A" attached hereto and by this reference made apart hereof, the State Highway Commission has agreed to pay the cost of the project up to $20,000 and the City of Monmouth to pay all cost in excess of $20,000, the City of Monmouth does ordain as follows:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the city of Monmouth, Oregon, and the State of Oregon, acting by and through the State Highway commission, providing for the improvement of Church Street from Monmouth street to West Street, and is hereby approved and accepted as submitted.

Section 2. The Mayor and Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section 3. W hereas it is necessary that said improvement be made in the spring and summer of 19__ when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and Recorder, thereby involving the peace, health, and credit of the people of the City of Monmouth, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor as authorized by the Charter dated Oct 19, 1880.

AYES 4

NAYES 0

Submitted to and approved by the Mayor the

25th day of March, 1958.

By C. L. Green
Mayor

ATTEST:

Elsie Brisbane
CITY Recorder

NOTED
V. R. JONES

NOTED
Harold C. Ayers

March 12, 1958

Mrs. Elsie Brisbane
City Recorder
Monmouth, Oregon

NOTED
John F. Hagemann

Dear Mrs. Brisbane:

The State Highway Commission plans to call for bids in the near future for the construction project on Church Street in Monmouth. Enclosed are three copies of an agreement covering this project. This agreement is in accordance with the Special City Allotment project as requested by the City and approved by the State Highway Commission.

Will you please have the City Council pass an ordinance, similar to the attached example, authorizing yourself and the mayor to sign the agreement. Please include a copy of this ordinance with the signed copies of the agreement.

As the contract cannot be awarded until the signed agreement is in our hands, will you and the mayor please sign the attached agreement, with your signatures attested by a third party, stamp with the city seal, and return all three signed copies to this office prior to April 4, 1958. After signature by the State Highway Commission, a fully executed copy of the agreement will be returned for the City's records.

Very truly yours,

W. C. Williams
State Highway Engineer

By

NOTED
JOHN D. GRAHAM

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Encl.

NOTED
C. G. SWENSON

NOTED
Harold C. Ayers

NOTED
John F. Hagemann

Salem, Oregon
March 10, 1958

Special Provisions:
MONMOUTH Special City Allotment Project
West Church Street

Mr. Tom Edwards
OFFICE

Attention: Mr. E. A. Pease

The field data on the subject project has been checked and found to conform to the project as requested by the city and approved by the Highway Commission.

The city officials have promised to have the grading, drainage, and curbs constructed by June 30, 1958 to coincide with the state project on the Monmouth-Independence Highway.

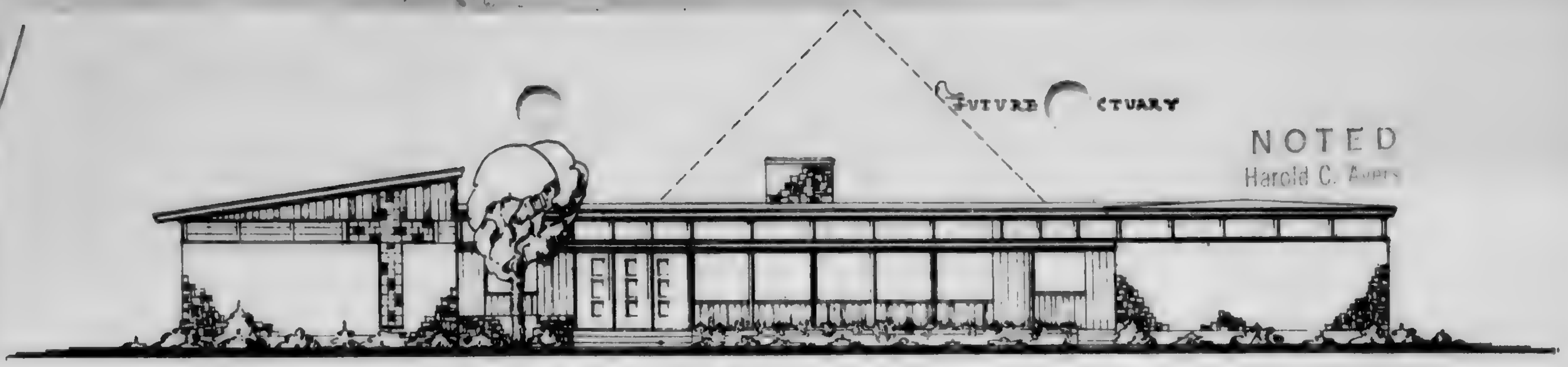
H. C. Ayers
Field Engr., County & City Relations

HCA:mm

cc: V. G. O'Neil
Frank Hall

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON



FRONT ELEVATION

NOTED
Harold C. Ayers

WESLEY FOUNDATION AT OREGON COLLEGE OF EDUCATION

P. O. Box 101
Monmouth, Oregon

Roy C. Agte, Pastor-Director
545 Monmouth Street
Independence, Oregon
Phone 2181

27 February 1958

NOTED
Harold C. Ayers

Mr. Harold C. Ayers
Field Engineer County and City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Sir;

This letter is to give you authorization to dispose of excavated material on our lot at 176 S. Whitman Street in Monmouth. This is the property upon which a new Methodist Church and Wesley Foundation building will be erected.

Mr. Wilmot, Monmouth City Superintendent, who told us that you desired this authorization, now has at his disposal a description of fill requirements. You will be working with him I imagine but if there is any information you need direct please contact me.

Thank you,

Roy Charles Agte

2-28-58
Copy given to Mr. Walker
HCA

cc: Mr. Wilmot

NOTED
JOHN D. [illegible]

RECEIVED
1958
ENGINEER
COUNTY [illegible]

RECEIVED
FEB [illegible]
OREGON
STATE HIGHWAY COMMISSION

NOTED

"A WESLEY FOUNDATION IS THE METHODIST CHURCH AT WORK ON STATE AND INDEPENDENT COLLEGE CAMPUSES" — Discipline

O. L. Groves, Mayor
W. A. Martin, City Supt.

Floyd Fisher C. J. Schjoll
E. A. Sterigere Mervin Sauer
City Councilmen

City of Monmouth
Polk County, Oregon

February 21, 1958

NOTED
Harold C. Ayers

NOTED
JOHN D. GRAHAM

Rev. Roy Charles Agte
Monmouth st.
Independence, Oregon

Dear Sir:

Recalling our conversation of last fall, on the fill dirt requirements at your Whitman street building site, I have told Mr. Ayers of the State Highway Department that you could use as much as 2,000 cubic yards of material.

Will you confirm this with your architect and give the Highway Department a letter authorizing the disposal of excavated material on your property.

Your letter should be addressed to Mr. Harold C. Ayers, Field Engineer County and City Relations, Oregon State Highway Commission, Salem Oregon. For your general information, the material in question will be removed from East Main street in the widening program from U.S. 99 to the Monmouth city limits. The preliminary estimate indicated about 1000 cubic yards but it is possible that there will be some over run and the city will have some in addition so it might be well if Mr. Bartholomew could give us a statement of the approximated volume desired.

Mr Bartholomew will also be interested to know that the street project is tentatively scheduled for completion early this summer, our agreement being that our portion of the work wil be completed not later than June 30th.

Yours truly,
City of Monmouth

W.G. Wilmot
City Supt.

RECEIVED
FEB 24 1958
ENGINEER
COUNTY & CITY RELATIONS

WGW:eb
cc Mr Ayers.

NOTED
C. G. SWENSON

Monmouth Owns Its Water and Electric Systems

RECEIVED
FEB 24 1958
OREGON
STATE HIGHWAY COMMISSION

December 11, 1957

Mr. W. G. Wilmot
City Superintendent
Monmouth, Oregon

Dear Mr. Wilmot:

On December 5 the State Highway Commission approved the Special City Allotment project on West Church Street as shown in the attached summary. The project was approved on the basis that the City will perform all grading, draining, and placing of curbs prior to the State's contract and pay all costs in excess of $20,000 for the State's contract.

You will be contacted at a later date to work out the details of construction and negotiate an agreement.

Very truly yours,

W. C. Williams
State Highway Engineer

By

C. G. Swenson
Engineer, County and City Relations

HCA:mm
Att.

NOTED
C. G. SWENSON

$250,000 '58   Monmouth   2-4-57

Contacted Mr. W. L. Wilmot City utility & Street manager and with him investigated condition and use of Church street. Mr. Wilmot said he had talked to the interested parties and believed the City would want to place the curbs & provide drainage and excavate where required. State to place base rock & 3" asphaltic concrete pavement 36' in width.

Asked him to get the Council to agree to perform the required city share and send us a letter that this work would be performed by the City prior to State doing the work.

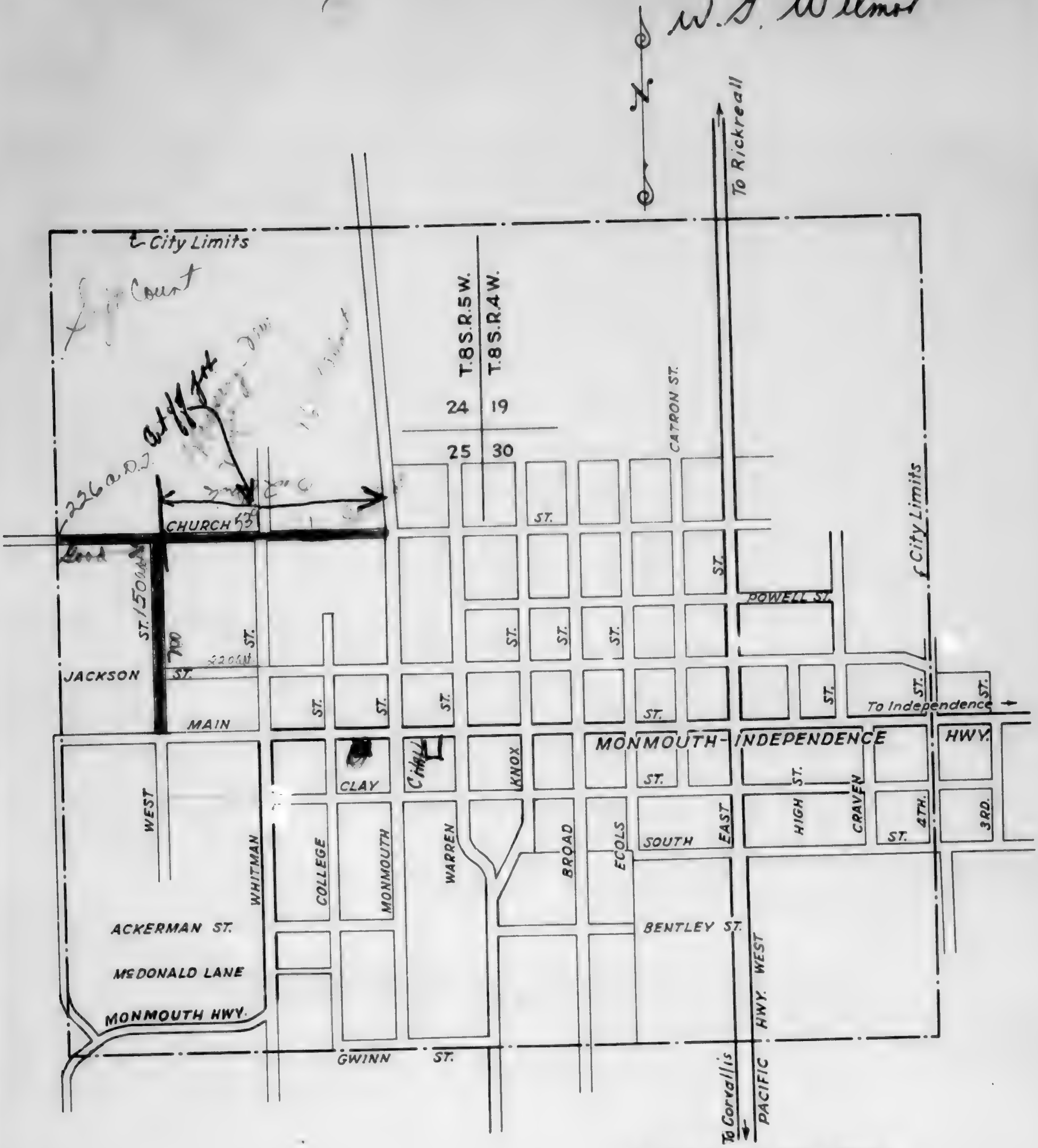
H Gyne

This street is receiving excessive wear due to the large new school living dormitories which constitute a heavy sudden increase in population in the area

HGG.

No.55

W. G. Wilmot



MONMOUTH
Scale 1"=800'
POLK COUNTY

Rev. 11-2-54

13

1958 Fund
~~9-5-57~~

Monmouth

Preliminary Estimate

Church Street from West Street to Monmouth Street, a distance of approximately 0.28 miles

Place 8" base course 1½" leveling course on widened portion of street and 3" asphaltic concrete pavement over present oiled portion and new base 36' in width.
(City to drain, place curbs & excavate where required)

		@	$
Coarse crushed material in base	1550 cyd	4.00	6200.00
3/4"-0 in base	225 cyd	4.00	900.00
Sprinkling	45 mgal	4.00	180.00
Class B asphaltic concrete	1100 tons	10.50	11,550.00
Total Est. of Const. Cost			$18,830.00
12½ % Eng. & Con.			2353.75
Survey			400.00
			$21,583.75

Total $21,600

O. L. Groves, Mayor
W. A. Martin, City Supt.

Floyd Fisher C. J. Schjoll
E. A. Sterigere Mervin Sauer
City Councilmen

City of Monmouth
Polk County, Oregon

RECEIVED
SEP 20 1957

Sept. 18, 1957

Mr. Harold C. Ayers
Field Engineer
County & City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We are writing to give final confirmation to the Church Street project as we promised last Saturday.

Dr. Lieuallen has confered with the Chancellor of the State Board of Higher Education and has his assurance of funds for their part of the participating program. Further, these funds will be made available to the City at an early date so that the work can be started whenever plans are completed.

Please advise us of any further preliminary work that will be helpful and accept our thanks for your personal interest and efforts.

Yours very truly,

CITY OF MONMOUTH

By W. G. Wilmot

W. G. Wilmot
City Supt.

WGW:lo

O. L. Groves, Mayor
W. A. Martin, City Supt.

Floyd Fisher C. J. Schjoll
E. A. Sterigere Mervin Sauer
City Councilmen

City of Monmouth
Polk County, Oregon

Sept. 14, 1957

Mr. Harold C. Ayers
Field Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

The delay in submitting this letter of confirmation was occasioned by the absence of Dr. Lieuallen, President of Oregon College of Education.

Mayor Groves and I have just returned from a conference with Dr. Lieuallen and Mr. Stebbins, Business Manager of the College.

Dr. Lieuallen has given his enthusiastic approval to the cooperative project and both he and Mr. Stebbins are confident that they can secure the approval of the Board of Higher Education and the allocation of funds for their share of the participating program.

I have estimated their share at $5,400.00 with about an equal amount in money, labor and machine rental from the City, plus a commitment by the City to absorb any over run on items which might be considered a part of the College contribution.

Dr. Lieuallen will see the Chancellor and the Board the first part of the week and will then be in a position to make a firm commitment to the City.

I will write again immediately after hearing from him.

To recapitulate our last discussion for the records, I will outline our understanding of participating project for the improvement of West Church Street.

WEST CHURCH STREET

Limits: Monmouth Avenue to West Street approximately 1370 lineal feet.

RECEIVED
SEP 16 1957

Monmouth Owns Its Water and Electric Systems

O. L. Groves, Mayor
W. A. Martin, City Supt.

Floyd Fisher C. J. Schjoll
E. A. Sterigere Mervin Sauer
City Councilmen

City of Monmouth
Polk County, Oregon

Scope: (1) Realignment
(2) Regrading
(3) Drainage
(4) Curbing
(5) Rocking
(6) Paving

Responsibility: The City and College will supply labor, material, equipment and rights-of-way to accomplish items 1 through and including 4 listed in scope.

In elaboration of these items: The horizontal and vertical alignment will be in accordance with the recommendations of the States Engineer. The regrading and preparation of the sub-grade will be to the satisfaction of the States requirements. The drainage will be in concrete pipe to conform with partial drainage facilities now in place. Curbing will conform to standard City pattern.

Included in grading will be the removal and relocation of pole lines, street lights, water mains, and drains that may be in the way and the removal of trees, curbs and other obstructions as required.

In addition, the City will supply preliminary profiles, topographic data, and as much of the construction supervision as the State wishes to delegate.

The State will do the top bracket planning and supervision, place the rock base and the paving of the proposed 40 foot street.

I will write immediately upon receipt of Dr. Lieuallen's final confirmation and if I have omitted items in this hurried letter, they can be covered in a subsequent communication.

Be assured that this City and the College sincerely appreciate your good offices.

Yours very truly,

W. G. Wilmot

W. G. Wilmot
City Supt.

WGW:lo

SEP 16 1957

O. L. Groves, Mayor
W. A. Martin, City Supt.

Floyd Fisher C. J. Schjoll
E. A. Sterigere Mervin Sauer
City Councilmen

City of Monmouth
Polk County, Oregon

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Be assured that this City and the College sincerely appreciate your good offices.

Yours very truly,

W. G. Wilmot

W. G. Wilmot
City Supt.

WGW:lo

SEP 16 1957

O. L. Groves, Mayor
W. A. Martin, City Supt.

Floyd Fisher C. J. Schjoll
E. A. Sterigere Mervin Sauer
City Councilmen

City of Monmouth

Polk County, Oregon

NOTED
Harold C. Ayers

RECEIVED
JUL 24 1957

July 17, 1957

Oregon State Highway Dept.
Salem, Oregon

Attention Mr. Clarence G. Swenson
Acting Engineer, County and City
Relations.

Gentlemen:

We submit herewith:

1. An application for funds for street improvements as provided in ORS366.805.
2. A vicinity map provided by the Oregon College of Education showing the area where improvements are proposed.
3. An estimate of the cost of the project.

In connection with item #3 we wish to explain two points.

First: we have pruposely divided the project in order to stay within the $20,000 limitation.

Second: It is our opinion that the public benefits accruing from these projects warrants the small estimated expenditure above $20,000 limitation.
In the event that this limit is inflexibly fixed, the City will be prepared to assume the difference in cost on the basis of this estimate.
In support of the over all plan we submit the following information:
Population increase of 19.8% in seven years or 3% one year.

Chruch street is the only ingress or egress available for supplies to Todd Hall, the College Heating Plant the Veterans Housing Authority. The normal flow of the fuel trucks, supply trucks and private vehicles is enough to create a serious situation on this narrow street; on special occassions, athletic events and other college functions it becomes ex-

NOTED

tremely hazarderous. This situation will now be complicated by reason of improvements of County Road No.855 which leads directly into Church from the West.

It is planned to divert this rural traffic at Chruch and West Streets, move it south on West to Main and thence East on Main to or thru the City. "Truck Route" signs and a stop sign will be placed at the intersection of Church and West to move this traffic around instead of thru the campus area.

To accomplish this purpose it will be necessary to build not only a substantial street but an easy and inviting access that will encourage the traffic flow into the desired pattern. West Street is rocked, but not oil surfaced, it is drained by an open ditch. It periodically carries a heavy traffic load as an access to the stadium but its condition does not encourage the full use its situation warrants.

It will be noted from the vicinity map that nearily 30% of the West street frontage involved is college property, not assessable by the City. On the remaining frontage there are only five buildings, a situation which makes it economically unfeasable for the City to attempt this improvement.

On Church street the assessment situation is even more difficult with more than 75% of the frontage owned by the College.

In order of preference we feel that the West Street improvement should be made first in order to relieve the Church Street congestion, but the two projects are so closely related that they should be considered as one and arrangements made to start on Church street as soon as West street is completed. In as much as this request for State funds is primarily for the benefit of a State Institution we hope that there maybe sufficent latitude in the appropriation regulations to make this possible.

Yours very truly,
City of Monmouth
W. G. Wilmot
W.G. Wilmot City Supt.

WGW:eb

WEST STREET
Improvements-- Church to Main

STREET Length-- 1230'
Curb Length 1160'
Drain Tile Length 1200'

EXCAVATION & GRADING:		
Est. 2,400 c.y.	@ 50¢ 1.00	$1,200.00
Curb - 2,320 Lin. ft.	@ $1.25 1.80	2,900.00
Rock Base - 1,640 c.y.	@ 3.50 4.00	5,740.00
Spread & Compact	@ 50¢	~~820.00~~
Drain & Catch Basins		
1200 lin ft 18"	@ 1.65 3.25	1,980.00
1200' Dig & Lay	@ 60¢ 3.00 Cyd	720.00
7-- catch Basins	@$60.00 75.00	420.00
PAVING * 36' width 4,920 sq.yds.	@ 1.40 1.70	6,888.00
		$ 20,668.00

CHURCH ST. IMPROVEMENTS

West street to Monmouth Ave.
Street Length--- 1370'
Curb " --- 1370'
Drain Pipe Length- As Noted by Size.

Excavating & Grading		
	Est. 2,7000 c.y. @ 50¢	$1,350.00
Curb	2,740 lin. ft @ 1.25	3,425.00
Rock Base	1830 c.y. @ 3.50	6,405.00
	Spread & Compact @ 50¢	915.00

DRAIN & CATCH BASINS

12" T & G. Monmouth Ave. West 425'	
" " " Across Church @ Monmouth 50'	
30" T & G Along Church from end. Existing 30" Pipe to Whitman st. 271' @ $3.40	921.40
18" T&G Whitman Extended to West st. 570'@ 1.65	940.50
Church Street Catch Basin Manholes	
2 @ $60.00	120.00
3 @ 100.00	300.00
Paving 36' Width--5,480 sq. yds @ $1.40	7,672.00
total--	$ 22,048.90

7-16-57

P 355

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Monmouth is an incorporated city of the State of Oregon, and has a population of 2282, as given by the latest official census, and

WHEREAS, the following streets of said city, West street

Form cc-50 (1953 Rev.)
Special City Allotment

from Church to Main & Church street from West street to Monmouth Ave.

are not a part or parts of the state highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

West Street & Church Street

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increases in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully

requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues which is to be administered and spent by the Highway Commission.

4. That the City of Monmouth does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate W. B. Wilmot as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 16th day of July, 1957.

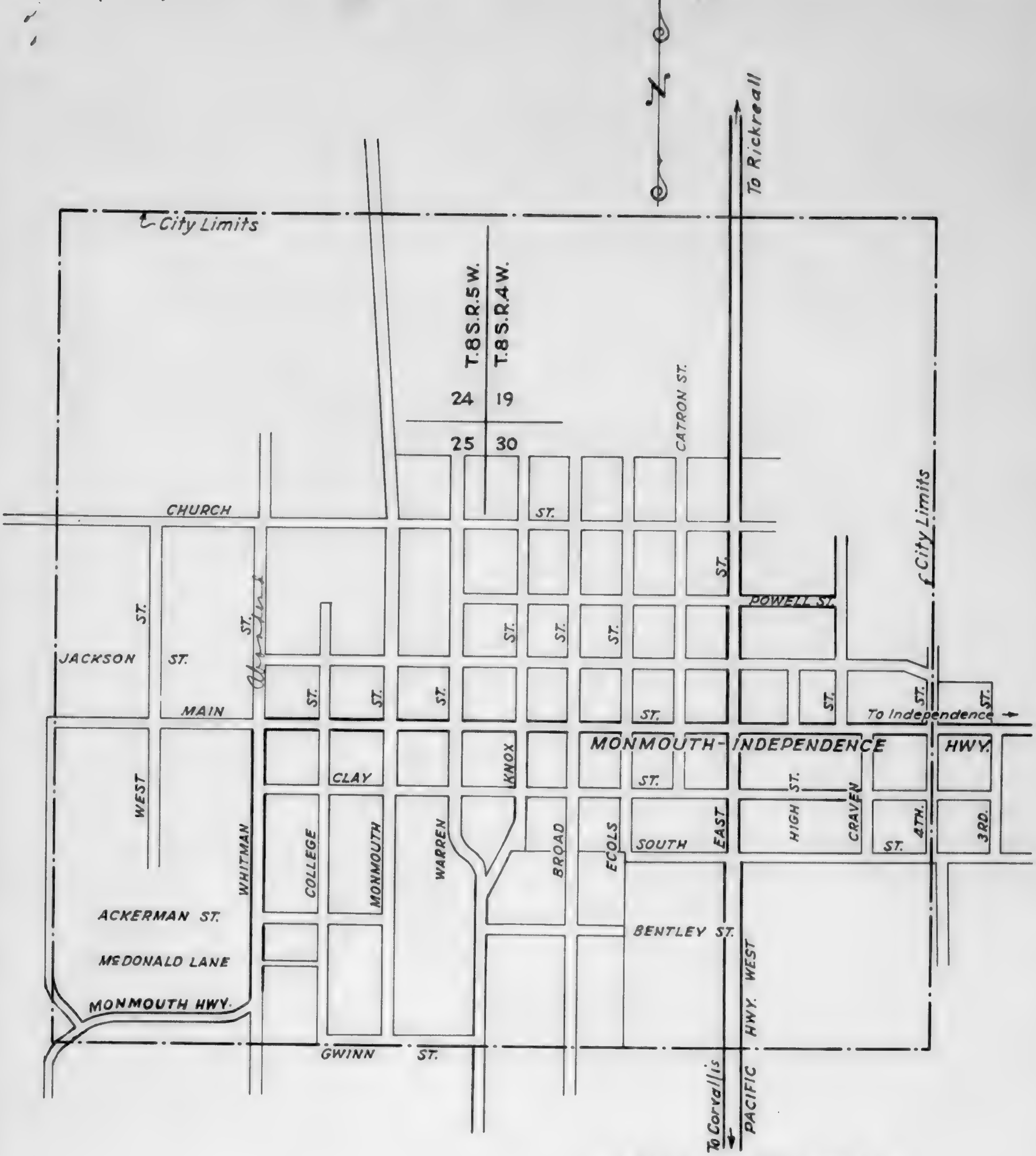
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

---------- ----------

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Monmouth at a ~~regular or~~ special meeting of said Council, held on the 16th day of July, 1957, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 18th day of July, 1957.

Elsie Brisbane
City Recorder



MONMOUTH

Scale 1"=800'

POLK COUNTY

Rev. 11-2-54

30-3414 Pendleton Maint. Shed Addition 1958

5221

RECEIVED

5221

OREGON STATE HIGHWAY DEPARTMENT
(date)

Nov. 13, 1958

~~(CONTRACT NO.)~~ (EST. NO.) (CONTRACTOR)

5221 (VOUCHER NO.)
3 Final (WARRANT NO.)
Clark & ~~Wlls~~ Wells (AMOUNT) (DATE)

26202
H228171
$ 2,622.20 11/13/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion date: **80 workdays from July 3, 1958**

Time Extensions: **None**

Completion Date: **Oct. 11, 1958**

Date Accepted: **Oct. 23, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Nov. 13, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: NOV 13 1958
GRW

NOTED ON CARD

RECEIVED
OCT 31 1958
FOR FILING

30-34-7

5221

October 30, 1958

CERTIFIED MAIL

General Insurance Company of America
Portland Service Office
209 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5221 for work performed on the Pendleton Maintenance Shed in Umatilla County was completed by the contractor, Clark & Wells, on October 11, 1958 and was accepted by the Highway Commission on October 23, 1958.

Final payment in the amount of $2,622.20 will be released to the contractor on or after November 10, 1958. The total contract amount is $9,508.00 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

FORM E-123

RECEIVED
JUL 15 1958
FOR FILING

30-4-1

5221

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 14, 1958

Clark & Wells
P.O. Box 74
Hermiston, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

Contract No. 5221, awarded June 19, 1958,
Pendleton Maintenance Shed Construction,
Umatilla County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 24 1958
FOR FILING

June 23, 1958

Clark and Wells
P. O. Box 74
Hermiston, Oregon

Gentlemen:

The State Highway Commission on June 19, 1958 awarded to you State Highway Contract No. 5221 for the Pendleton Maintenance Shed Addition in Umatilla County.

This award was based on your bid of $9,[illegible]08 which was the low bid submitted to the Commission on May 29, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
I. D. Merchant

RECEIVED
JUN 20 1958

FOR FILING
30-3414

5721

June 17, 1958

Mr. Charles Hibbard, Jr.
829 S. W. First
Pendleton, Oregon

Dear Mr. Hibbard:

We have your letter received today concerning addition to the maintenance building in Pendleton. I have checked with the Bridge Division and have been informed that no construction is contemplated at this time.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMM.

By
Floyd Query, Assistant Secretary

FQ:llc

CHARLES HIBBARD JR.
829 S.W. Ist.
PENDLETON OREGON

Mr. H. B. Glaisyer
Highway Commission
Salem, Oregon

Dear Sir:

I understand that the state intends to build an addition to their maintenance building in Pendleton, Oregon.

Could I have a set of Plans and Specifications for the building.

Thank You
Charles Hibbard Jr.
Charles Hibbard Jr.

[illegible]

RECEIVED
JUN 1[illegible]
STATE HIGHWAY COMMISSION

134-4208 McFee Bridge. 1958

5222

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
August 28, 1959

[illegible]			
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5222	5 Final	George E. Berry	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21282	31220	$ 1,502.91	8/26/59

Mr. Floyd Query:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **120 workdays from July 3, 1958**

Time Extensions: **None of record**

Completion Date: **June 29, 1959**

Date Accepted: **August 13, 1959**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **August 28, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
Floyd Query
Secretary

Warrant Mailed: AUG 31 1959

NOTED ON CARD
imc
9/3/59

A

RECEIVED
AUG 17 1959

134-4208

5322

August 14, 1959

United Pacific Insurance Company
Fidelity & Surety Department
Medical Arts Bldg.,
Tacoma 1, Washington

Gentlemen:

State Highway contract #5222 for deck replacement on the McFee Bridge on the Hillsboro-Silverton Secondary Highway in Washington County was completed by the contractor, George F. Berry, on June 29, 1959, and was formally accepted by the Highway Commission on August 13, 1959.

Final payment in the amount of $1,502.91 will be released to the contractor on or after August 24, 1959. The total contract amount is $19,541.50, of which amount $132.45 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ds

RECEIVED

FOR FILING

134 [illegible]

5222

FORM E-30 (50M) 11-58 [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 7, 1959

SUBJECT: McFee Bridge
Contract No. 5222

To:

Mr. R. L. Porter
Office Engineer
O F F I C E

Attention: Mr. D. B. Parkes

George E. Berry completed work on this contract June 29, 1959.

Will you please secure authority from the Commission to pay the final estimate on this job.

Ivan D. Merchant
Bridge Engineer

CAG/mm

cc: Mr. Floyd Query ✓

NOTED ON CARD

FORM E-123 5M 4-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

RECEIVED
JUL 23 1958
FOR FILING

5222

July 22, 1958

George E. Berry
2640 S. W. Cedar Hills Blvd.
Beaverton, Oregon

Dear Sir:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> **Contract No. 5222, awarded June 19, 1958, for McFee Bridge deck replacement, on the Hillsboro-Silverton Highway in Washington County.**

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 24 1958
FOR FILING

[illegible]

5222

June 23, 1958

George E. Berry
2640 S. W. Cedar Hills Blvd.
Beaverton, Oregon

Dear Mr. Berry:

The State Highway Commission on June 19, 1958 awarded to you State Highway Contract No. 5222 for bridge construction on the McFee Bridge (Bonner Bridge over McFee Creek) in Washington County.

This award was based on your bid of $19,145 which was the low bid submitted to the Commission on May 29, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

llc

cc: Tom Edwards
S. H. Probert
R. G. Savage (SIAC)
L. D. Merchant

K

RECEIVED
FEB 20 1958
FOR FILING

134-4205

5112

Salem, Oregon
February 20, 1958

Rebuilding of McFee Bridge on
Hillsboro-Silverton Highway

Mr. I. A. De France
Maintenance Engineer
Office

It has been decided to contract the rebuilding of the McFee Bridge on the Hillsboro-Silverton Highway, M.P. 9.68.

Kindly give the necessary information to the Bridge Division for the preparation of plans and specifications.

P. M. Stephenson
Assistant State Highway Engineer

PMS:er

306-1715 Coquille (E. 10th and N. 1958
Collier Sts.)
5223

Sp. State Tax St Fund # 24

OREGON STATE HIGHWAY DEPARTMENT
(date)

Nov. 13, 1958

(CONTRACT NO.) 306-1715	(EST. NO.)	(CONTRACTOR)	
5223 5223	3 Final	Woodward & Son & Barklow	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
26409	H 228378	$ 501.44	11/13/58

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion date: **60 workdays from June 30, 1958**

Time Extensions: **None**

Completion Date: **Sept. 4, 1958**

Date Accepted: **Sept. 11, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Nov. 13, 1958**

To the Accounting Division:

Release of the above warrant is hereby authorized

~~H. B. Glaisyer~~
Secretary
Floyd Query

Warrant Mailed: NOV 13 1958
GRw

NOTED ON CARD
OM

RECEIVED
NOV 5 - 1958
FOR FILING

[illegible]

5223

Nov. 3, 1958

CERTIFIED MAIL

United Pacific Insurance Co.
Fidelity & Surety Dept.
Medical Arts Bldg.
Tacoma 1, Wash.

Gentlemen:

State Highway Contract No. 5223 for paving the Coquille (E. 10th and N. Collier Streets) Section in Coos County was completed by the contractor, Woodward & Son & Barklow, on Sept. 4, 1958, and was formally accepted by the Highway Commission on Sept. 11, 1958.

Final payment in the amount of $501.44 will be released to the contractor on or after Nov. 13, 1958. The total contract amount is $13,814.99, of which amount $78.22 represents force account items.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: United Pacific Insurance Co.
Portland Branch Office
223 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
cm

Form E-1—10M

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 6, 1958

Section Coquille (E. 10th & N. Collier Sts)
Kind of work Paving
Highway City Street County Coos
Section prefix 306-1715
Contractor Woodward & Son & Barklow
Contract number 5223
Date of contract June 19, 1958
Specified work days 60
Date work started August 1, 1958
Work days used 45
Project authorization $ 17,124.75
Exclusive of engineering $ 15,906.99
Per cent of time elapsed 75 %
Estimated cost of completed project, exclusive of engineering $ 15,906.99
Estimated per cent overrun or underrun 0 %
Per cent of contract completed, based on total contract price 100 %
Engineering authorization $ 1,217.76
Engineering cost to date $ 913.32, 75 %
Date project was completed Sept. 4, 1958

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Progress has been good this week.
Contractor has completed paving & general clean up of job on Thursday.
Job has been inspected by the City of Coquille and meets their approval.

L. R. Chandler Asst. Div. Engr. over project on Wednesday.

NOTED
C. E. PAULS

Signed John [illegible] Gunter
Address P.O. Box 374 Coquille Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

State Printing

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.23			0.23
Miles partially completed		0			0
Miles completed		0.23			0
Total estimated quantities (contract)		1380 cy			830 ton
Total quantities corrected to date		1211			766.14
Estimated quantities moved or placed to date		1211			766.14
Average daily quantities		0			178.04
Average daily quantities necessary to complete project on time					0
Number shifts per day					1
Hours per shift					9
Average force on project for week					11

Men	6
Supervision	1
Men and trucks under 3 tons	
Men and trucks over 3 tons	3
Men and tractors	1

Equipment used during week: Shovels ...., Power graders ...., Rollers 1, Mixers A.C. 1, Crushing or screening plants ....

Compressors ...., Bulldozers ...., Compaction rollers 1 Barber Green Paver, 1 Loader., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	Fair		
Saturday			

FORM E-133 5M

RECEIVED
JUL 24 1958
FOR FILING

5223

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 24, 1958

Woodward & Son & Barklow
910 Knott St.
Coquille, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5223, awarded June 19, 1958, for paving on the Coquille (E. 10th and N. Collier Sts.) Section in Coos County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 24 1958
FOR FILING
[illegible]-1715
5223

June 23, 1958

Woodward & Son and Barklow
[illegible] Knott Street
Coquille, Oregon

Gentlemen:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5223 for paving on Coquille Section in the City of Coquille in Coos County.

This award was based on your bid of $14,972 which was the low bid submitted to the Commission on June 17, 1958, for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

js

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC

RECEIVED
APR 3 1958
FOR FILING
304-1715
5283

April 2, 1958

H. N. Crim, City Recorder
City Hall
Coquille, Oregon

Dear Sir:

We are enclosing for the records and files of your City a fully executed copy of an agreement between the State Highway Commission and the City of Coquille covering the Special City Allotment project on East Tenth Street and Collier Street in Coquille.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
Enc.

RECEIVED
APR 7 1958
FOR FILING
Fin. & Accts.
Alloc.
To Cities

Salem, Oregon
April 2, 1958 Sp. State Tax H. Fund #24

$250,000 Fund (1958) Agreement
City of Coquille

Mr. C. G. Swenson
City & County Relations Dept. Engr.
Office

Attention: John D. Graham
Office Engr., County & City Relations

Attached is a conformed copy of an agreement with the City of Coquille covering the Special City Allotment project on East Tenth Street and Collier Street in Coquille.

A fully executed copy of the above agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the City Recorder, Coquille, Oregon.

Secretary

rm
Attach: 1

FORM E30—50M—2-57—1476

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 21, 1958

SUBJECT: $250,000 Fund (1958) Agreement
City of Coquille

To: Mr. G. S. Paxson
OFFICE

Attached are three copies of an agreement covering the Special City Allotment project on East Tenth Street and Collier Street in Coquille.

Two copies of the agreement have been executed by the city and are now ready for signature by the Highway Commission. Both copies require your signature of approval.

This project was approved by the Commission December 5, 1957.

John D. Graham
John D. Graham
Office Engr., County and City Relations

JDG:mm
Att.

APPROVED
Paxson
ASST. STATE HIGHWAY ENGINEER
Date March 24, 1958

RECEIVED
[illegible] 1958
OFFICE OF
STATE HIGHWAY ENGINEER

AUTH[illegible]
DATE 12-5-57 minute page 37
Secretary

GEORGE F. BURR, Mayor

I. N. CRIM, Recorder, Treasurer, Municipal Judge

THE CITY of COQUILLE

COOS COUNTY SEAT

COQUILLE, OREGON

JOHN B. GEARHART, City Engineer
TALLANT GREENOUGH, City Attorney
HOWARD R. MARSH, Chief of Police

Councilmen

RAY H. SANFORD
R. B. MASON
R. J. MAEYAERT
GRANT VAN DOREN
R. N. CRAWFORD
P. T. WOLFE

NOTED

March 18, 1958

Mr. C,G. Swenson, Engineer
County and City Relations
State Highway Dept.
Salem, Oregon

Dear Mr. Swenson:

Enclosed you will find the three copies of the contract covering the portion of the 10th and Collier St. improvement which have been executed by the Mayor and myself. A copy of the enabling ordinance is also enclosed.

In regard to the completion date for our portion of the work, inasmuch as you have suggested July 15, 1958 as a date, we are going to make July 1, 1958 as the completion date in the specs for our work. This will give us a grace period of two weeks for any unforeseen circumstances.

Yours truly,

CITY OF COQUILLE

H.N. Crim
City Recorder

RECEIVED
MA[illegible] 1958
ENGINEER
COUNTY & CITY RELATIONS

ORDINANCE NO. 625

AN ORDINANCE providing for a form of agreement by and between The City of Coquille, Coos County, Oregon, and the State of Oregon, acting by and through its State Highway Commission, for the improvement of East Tenth Street from Dean Street Westerly to wide pavement, and Collier Street from 8th Street to Tenth Street, a distance of approximately 0.24 miles, and declaring an emergency.

WHEREAS, The City of Coquille, Oregon has heretofore made an application to the State Highway Commission for assistance in repair or reconstruction under the provision of ORS 366.800 and 366.805, and

WHEREAS the State Highway Commission has accepted such application for the improvement of East Tenth Street from Dean Street westerly to wide pavement, and Collier Street from 8th Street to Tenth Street, a distance of approximately 0.24 miles, and

WHEREAS in the form of an agreement prepared by the State Highway Commission a copy of which is marked Exhibit A attached hereto and by this reference made a part hereof, the State Highway Commission has agreed to pay the cost of the project up to $20,000 and the City of Coquille to pay all cost in excess $20,000,

NOW THEREFORE, THE PEOPLE OF THE CITY OF COQUILLE DO HEREBY ORDAIN AS FOLLOWS:

Section 1. That that certain form of agreement hereinabove referred to be entered into by the City of Coquille, Oregon and the State of Oregon, acting by and through the State Highway Commission, providing for the improvement of East Tenth Street from Dean Street westerly to wide pavement, and Collier Street from 8th Street to Tenth Street, a distance of approximately 0.24 miles, and is hereby approved and accepted as submitted.

Section 2. The Mayor and City Recorder are hereby authorized and directed to execute such agreement in triplicate and to deliver such agreement to the State Highway Commission for execution by the said Commission.

Section3. Whereas it is necessary that said improvement be made in the spring and summer of 1958 when the weather permits, and whereas the State Highway Commission cannot award a contract for said improvement until the said agreement has been executed by the Mayor and the City Recorder, thereby involving the peace, health and credit of the people of the City of Coquille, Oregon, an emergency is hereby declared to exist and this ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

The foregoing Ordinance was approved and adopted by the affirmative vote of more than three-fourths of all members of the Common Council of the City of Coquille, Oregon taken by ayes and nays this 17th day of March, 1958.

Ayes 6

Nays 0

Certified a true copy:
City Recorder for the City
of Coquille, Oregon
Coquille, Oregon
3-18-58

Attest:

/s/ H. N. Crim
City Recorder

The foregoing Ordinance is hereby approved by me this 17th day of March, 1958.

/s/ Geo. E. Burr
Mayor

NOTED
V. R. [illegible]

NOTED
Harold C. Ayers

Salem, Oregon
January 27, 1958

Coquille $250,000 Fund Project (1958)
10th and Collier Streets

Mr. F. D. Morgan
Engineer, Division III
Oregon State Highway Department
Roseburg, Oregon

NOTED
John F. Hagemann

The city of Coquille, through Mr. M. M. Stump, Resident Engineer, has requested an extension of the subject project to include two more blocks on 10th Street from Dean Street to Folsom Street.

This cannot be done as the original request of the city as approved by the Highway Commission did not include these two blocks. The project must stand as approved.

C. G. Swenson
Engineer, County and City Relations

HCA:mm

cc: Mr. M. M. Stump

NOTED
JOHN D. GRAHAM

NOTED
C. G. SWENSON

1-20-58

H.C.A.

Mr. Stump called from the Hwy Dept in Coquille re the City Job in Coquille. The city would like to cut down on the A.C. from 3" to 1½" over the present P.C.C. and extend the project two block to the East on 10th. (or whatever lenth it will take to use up the money)

PS The Division 3 office would like to hear from you on this by the end of this week. The resident Engr is going ahead and send the project in on the above basis anyway

NOTED
Harold C. Ayers

November 19, 1957

Mr. John B. Gearhart
City Engineer
Coquille, Oregon

NOTED
John F. Hagemann

Dear Mr. Gearhart:

We acknowledge receipt of the City's plans and estimates for the proposed project on Collier and 10th Streets and make the following comments.

The proposed project has been submitted to the State Highway Commission for appropriate action as requested in the City's resolution of May 6, 1957. That is: Collier Street from 8th Street to 10th Street and 10th Street from Adams Street to Dean Street.

As to construction of curbs on this project, we must advise that these funds cannot be expended for construction of curbs - curbs must be built by the city.

Attached for your information is a copy of the proposal as submitted to the State Highway Commission.

Very truly yours,

C. G. Swenson
Engineer, County and City Relations

By

NOTED
JOHN D. GRAHAM

H. C. Ayers
Field Engineer

HCA:mm
Att.

NOTED
C. G. SWENSON

GEORGE F. BURR, Mayor
H. N. CRIM, Recorder, Treasurer, Municipal Judge

THE CITY of COQUILLE

COOS COUNTY SEAT

COQUILLE, OREGON

JOHN B. GEARHART, City Engineer
TALLANT GREENOUGH, City Attorney
HOWARD R. MARSH, Chief of Police
Councilmen
RAY H. SANFORD
R. D. MASON
R. J. MAEYAERT
GRANT VAN DOREN
R. N. CRAWFORD
P. T. WOLFE

November 16, 1957

Harold C. Ayers, Field Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

*250,000 1958

Dear Mr. Ayers: re 10th and Collier St. project

I have mailed this date plans and estimates for the above project for State approval under ORS 366.805

We understand that the State prefers to have a project requiring only asphaltic concrete but will include base rock and other work if necessary.

The estimate for the asphaltic concrete and base rock only comes to $15,902.20 and it is our understanding, that it the City does the engineering, we can get $20,000.00 therefor, we added the 10th Street curbs and gutters bringing the estimated cost to $19,992.34

The widening and curbs and gutters on Collier Street can be assessed against the property but the property owners on 10th Street have paid for curbs and gutters once and it is for this reason that the $4,090.14 for curbs and gutters on 10th Street are included.

The project looks like this:

RECEIVED
NOV 18 1957

State participation		19,992.34
Asphaltic concrete	12,272.00	
Base rock	3,630.20	
Curbs and gutters on 10th St.	4,090.14	
	19,992.34	
Assessed against property on Collier St.		3,322.50
Curbs and gutters	2,511.00	
Widening	811.50	
	3,322.50	
City participation		7,394.58
Total estimated cost		$30,709.42

We are concerned as to whether the $4,090.14 for curbs and gutters will be approved, and if not, what would you suggest.

Very truly yours,

John B. Gearhart
John B. Gearhart, P.E.
City Engineer

GEORGE F. BURR, Mayor

I. N. CRIM, Recorder, Treasurer, Municipal Judge

THE CITY of COQUILLE
COOS COUNTY SEAT
COQUILLE, OREGON

JOHN B. GEARHART, City Engineer
TALLANT GREENOUGH, City Attorney
HOWARD R. MARSH, Chief of Police

Councilmen

RAY H. SANFORD
R. J. MAEYAERT
R. N. CRAWFORD
R. B. MASON
GRANT VAN DOREN
P. T. WOLFE

November 16, 1957

Harold C. Ayers, Field Engineer
County and City Relations
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Ayers:

Enclosed are the plans and estimates for improving Collier Street from 8th to 10th Streets and for 10th Street from Adams to Folsom Street.

Total cost of asphaltic concrete...	12,272.00
Total cost of base rock	3,630.20
Total cost of curbs on 10th St.	4,090.14
	$19,992.34

The City of Coquille would like for the State to participate in this project as above which includes the total cost of asphaltic concrete and base rock and the cost of the new curbs just on 10th Street.

If this does not meet your approval, please advise.

Enclosed also is a copy of the City Council minutes which officially starts the project.

The minutes also includes the action taken to purchase the Gasner property for the proposed furture connection from Baxter Street to Collier Street.

Very truly yours,

John B. Gearhart
John B. Gearhart, P.E.
City Engineer

Letter of explanation to follow.

RECEIVED NOV 18 1957

November 15, 1957

Honorable Mayor and Common Council
Coquille, Oregon

Gentlemen:

The following is the estimated cost of improving the streets listed below with curbs, base rock, asphalt surfacing, and includes intersection.

COLLIER STREET ESTIMATE
8th to 10th 663 lin. ft. x 36

Curb removal	0 ft. @ 0.10 per lin. ft.	0
Sidewalk removal	0 ft. @ 0.10 per ft²	0
Driveway removal	0 ft. @ 0.10 " "	0
Excavation	1082 yd.³ @ 0.75 per yd. 3	811.50
5" Base Rock 2½"-0	370 yd.3 @ 3.80 per yd.3	1406.00
3" Base Rock 3/4"-0	220 yd.3 @ 3.90 per yd.3	858.00
Curb & Gutter	1350 lin. ft. @ 1.86 per lin. ft.	2511.00
Catch Basins	2 each @ 70.00 each	140.00
8" Storm Sewer	180 lin. ft. @ 3.00 per ft.	540.00
3" Asphaltic Concrete	430 tons @ 13.00 per ton (2750 yds)	5590.00
Raise Manholes	2 each @ 50.00 per MH	100.00
Borrow	0 yd. 3 @ 0.75 cu. yd	0
		$ 11,956.50
	Engr. 15%	1,793.48
Total Asphalt- $5590.00		$ 13,749.98

- -

TENTH STREET ESTIMATE
Adams to Baxter

Curb removal	60 ft. @ 0.10 per ft.	6.00
Sidewalk Removal	0 sq. ft. @ 0.10 per sq. ft.	0
Driveway Removal	0 sq. ft. @ 0.10 per sq. ft.	0
Excavation	10 cu. yd. @ 0.75 per cu. yd	7.50
Base Rock -2½"-0	14 cu. yd. @ 3.80 per cu. yd.	53.20
Base Rock 3/4"-0	9 cu. yd. @ 3.90 per cu. yd.	35.10
Curb & Gutter	75 ft. @ 1.86 per ft.	139.50
Catch Basins	0 each @ 70.00 each	0
8" Storm Sewer	0 ft. @ 3.00 per ft.	0
3" Asphaltic Conc.	16 tons @ 13.00 per ton	208.00
Raise Manhole	1 each @ 50.00 each	50.00
		49 .30
Total asphalt $208.00	Engr. 15%	74.90
		$ 574.20

TENTH STREET ESTIMATE
Baxter to Collier

247 ft. x 36 ft.

Curb removal	440 ft. @ 0.10 per ft.	$ 44.00
Sidewalk Removal	220 sq. ft. @ 0.10 per sq.ft.	22.00
Driveway Removal	190 sq.ft. @ 0.10 per sq.ft.	19.00
Excavation	155 cu.yd. @ 0.75 per cu.yd.	116.25
Base Rock- 2½"-0	47 cu. yd @ 3.80 per cu.yd.	178.60
Base Rock 3/4"-0	28 cu. yd. @ 3.90 per cu.yd.	109.20
Curb & Gutter	463 ft. @ 1.86 per ft.	861.18
Catch Basins	0 each @ 70.00 each	0
8" Storm Sewer	247 ft. @ 3.00 per ft.	741.00
3" Asphaltic Conc.	50 Tons @ 13.00 per Ton	650.00
Borrow	0 cu. yd. @ 0.75 per cu. yd	0
Raise Manhole	Each 1 @ 50.00 each.	50.00
1½" Asphaltic Concrete	54 Ton @ 13.00 per ton	702.00
		$ 3,493.23
	Engr. 15%	523.98
Total asphalt - $1,352.00		$ 4,017.21

- -

TENTH STREET ESTIMATE
Collier to Dean

260 ft. x 34 ft.

Curb Removal	479 ft. @ 0.10 per ft.	47.90
Sidewalk Removal	185 sq. ft.@ 0.10 per sq.ft.	18.50
Driveway removal	315 sq.ft. @ 0.10 per sq.ft.	31.50
Excavation	168 cu.yd. @ 0.75 per sq. ft.	126.00
Base Rock 2½"-0	50 cu.yd. @ 3.80 per cu. yd.	190.00
Base Rock 3/4"-0	30 cu.yd. @ 3.90 per cu.yd.	117.00
Curb & Gutter	486 ft.@ 1.86 per ft.	903.96
Catch Basins	2 each @ 70.00 Each	140.00
8" Storm Sewer	54 ft. @ 3.00 per ft.	162.00
3" Asphaltic Conc.	54 Ton @ 13.00 per Ton	702.00
Barrow	0 cu. yd. @ 0.75 per cu. yd.	0
Raise Manhole	1 each @ 50.00 Each	50.00
1½" Asphaltic Conc.	59 Ton @ 13.00 per Ton	767.00
		$ 3,255.86
	Engr. 15%	488.38
Total Asphalt - $1,469.00		$ 3,744.24

TENTH STREET ESTIMATE
Dean to Elliott

260 ft. x 34 ft.

Curb Removal	534 ft. @ 0.10 per ft.	$ 53.40
Sidewalk Removal	250 sq.ft. @ 0.10 per sq.ft.	25.00
Driveway Removal	160 sq.ft. @ 0.10 per sq.ft.	16.00
Excavation	198 Cu.yd. @ 0.75 per cu.yd.	148.50
Base Rock 2½"-0	55 cu. yd.@ 3.80 per cu. yd.	209.00
Base Rock 3/4"-0	33 cu.yd. @ 3.90 per cu.yd.	128.70
Curb & Gutter	529 ft. @ 1.86 per ft.	983.94
Catch Basins	0 Each @ 70.00 Each	0
8" Storm Sewer	0 ft. @ 3.00 per ft.	0
3" Asphaltic Conc.	64 ton @ 13.00 per Ton	832.00
Raise Manhole	1 Each @ 50.00 Each	50.00
Borrow	0 Cu.Yd. @ 0.75 per cu.yd.	0
1½" Asph. Conc.	58 Ton @ 13.00 per Ton	754.00
		$ 3,200.54
	Eng. 15%	480.08
Total Aspahlt- $1,586.00		$ 3,680.62

- -

TENTH STREET ESTIMATE
ELLIOTT TO FOLSOM NORTH

260 ft.x34 ft.

Curb Removal	516 ft. @ 0.10 per ft.	$ 51.60
Sidewalk Removal	145 sq.ft. @ 0.10 per sq.ft.	14.50
Driveway Removal	288 sq.ft. @ 0.10 per sq.ft.	28.80
Excavation	172 cu.yd. @ 0.75 per cu.yd.	129.00
Base Rock 2½"-0	48 Cu.Yd. @ 3.80 per cu.yd.	182.40
Base Rock 3/4"-0	29 cu. yd.@ 3.90 per cu. yd.	113.10
Curb & Gutter	530 ft. @ 1.86 per cu.yd.	985.80
Catch Basins	2 each @ 70.00 per each	140.00
8" Storm Sewer	60 ft. @ 3.00 per ft.	180.00
3" Asphaltic Con.	55 Ton @ 13.00 per ton	715.00
Borrow	0 cu.yd. @ 0.75 per cu.yd.	0
Raise Manhole	1 each @ 50.00 each	50.00
1½" Asphaltic Con.	61 Ton @ 13.00 per ton	793.00
		$ 3,383.20
	Eng. 15 %	507.48
Total Asphalt -$1508.00		$ 3,890.68

TENTH STREET
Folsom South to Folsom North 139 ft.
North side only

Curb Removal	116 ft. @ 0.10 per ft.	$ 11.60
Sidewalk Removal	0 sq. ft. @ 0.10 per sq. ft.	0.
Driveway Removal	72 sq. ft.@ 0.10 per sq.ft.	7.20
Excavation	29 cu.yd.@ 0.75per cu. yd.	21.75
Base Rock 2½"-0	8 cu. yd. @ 3.80 per cu.yd.	30.40
Base Rock 3/4" -0	5 cu.yd. @ 3.90 per cu.yd.	19.50
Curb & Gutter	116 ft. @ 1.86 per ft.	215.76
Catch Basins	0 each @ 70.00 ea.	0
8" Storm Sewer	0 ft. @ 3.00 per ft.	0
3" Asphaltic Concrete	9 Ton @ 13.00 per ton	117.00
1½" asphaltic conc.	34 Ton @ 13.00 per ton	442.00
Borrow	0 cu. yd. @ 0.75 per cu. yd	0
Raise Manhole	1 each @ 50.00 Each	50.00
		$ 915.21
	Eng. 15%	137.28
		$ 1,052.49

Total asphaltic - $559.00

- -

Total 10th Street	$16,959.44
Total Collier Street	$13,749.98
	$30,709.42

Very truly yours,

John B. Gearhart
John B. Gearhart, PE
City Engineer

[illegible]

Nov. 4, 1957

Councilman VanDoren and Sanford absent at the start of the meeting.

MSC that the minutes of the previous meeting be approved as submitted without a reading with the rules XXXXXXXXX suspended.

Petitions for street improvements in the North end of town were presented to the council.

MSC that the council does declare its intention to improve the following listed streets, and does direct the City Engineer to prepare maps, plans and specifications for the said improvements:

(1) North Folsom Court for its full length
(2) 12th St. from N. Folsom Court to Henry St.
(3) Folsom Street from 11th to 12th
(4) Gould Street from 12th Street North approx. 268 ft.

C.L. Price appeared before the council to request that Mr. Biasca's house at 4th and Alder be connected into the sewer as soon as possible. The City Engineer stated that he will get at the project as soon as possible.

The council again considered the report which has been submitted by the viewers on the West 11th St. condemnation from Knott to Myrtle. The council in general agreed that the report as it was presented was not satisfactory, and there was considerable discussion as to whether it should be returned to the same viewers for reconsideration, or appoint a new group of viewers.

MSC that the report of the viewers for the West 11th St. condemantion from Knott St. to Myrtle Street be rejected, and a new set of viewers be appointed. Councilman Crawford abstained from voting.

Letter was presented from the School Board of Dist. 8C requesting that a study be made of whether 800 gal. flow per minute can be obtained from the hydrant up by the Jefferson School, and asking that a tentative proposal be made on how such a flow could be obtained.

MSC that the City Engineer be instructed to make the study and prepare the necessary proposal.

MSC that the City Treasurer be authorized to act for the city in purchasing the E. ½ of Lots 7, and 8 of Bl. 50 of Elliott's Add. and Lot 1 Bl. 66 of Notley's Add. for a total price of $8.00 for each parcel plus $5 recording fees from the Coos County Court for delinquent taxes.

An offer was presented by the Recorder for an interested propertyholder who will pay $50 for the E. ½ of 7 and 8 Bl. 50 of Elliott's Add.

MSC that the city will sell the lots for our cost plus the amount of city assessments due on each lot.

Request for license renewal recommendation for the North End Market for a PA liquor lic was presented to the council.

MSC that the license be recommended for approval.

An application for a plumbing license for the balance of 1957 for the Bay Area Pl. Co. was presented to the council with the application and bond in proper form.

MSC that the license be approved.

Notice of the regional Waterworks Conf. to be held here in the Coq. Comm. Bldg. on Nov. 11, 1957 at 1:00 P.M. was read to the council. All councilmen were invited.

A letter of appreciation to the city for the use of the Comm. Bldg. by the bloodmobile was read to the council from Mrs. Maxine Jeub, Chairman of the XXXXXXXX, the Coquille Bloodmobile.

The minutes of the last Planning Commission meeting were read to the council along with a letter from the Commission endorsing Chief Marsh's overhead signing proposal and also endorsing the installation of the stoplight at the corner of Adams and 1st Street. The Recorder stated that the rep. of the highway dept. has been here on the overhead signs, and stated that they consider this method of signing too costly, but they will hang lane markers 36" in size which will designate the proper lane for each route of traffic. XXXXX A letter will be coming from the highway department outlining their proposal. On the matter of the [illegible] referred to the Street Comm. for study.

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Councilman VanDoren came in.

Recorder reported that the Lamb house at present is unrented, and the City has been billed for $229.96 in taxes due to the property being rental property. The City Attorney stated that he felt the tax bill was in error and that he would work on it further.

MSC that the matter be referred to the City Attorney.

The City Recorder presented the audit report of the City of Coquille for the fiscal period ending July 1, 1957 to the council.

MSC that the audit report be ordered filed, and the bill for $775.00 be authorized paid to Yergen and Myers for the cost of the audit plus 5 additional copies of the report.

This being the time and the place specified, and notices having been posted in three places in the City of Coquille for a period of five days prior, and no objections having been filed in the Office of the City Recorder

This being the time and the place specified for the hearing of objections to the approval of Final Payment to Johnson Cement Products, contractor for the 1st and Baxter Street Imp. project, in accordance with a certificate filed in the Office of the City Recorder by the City Engineer, and notices having been duly posted in the City of Coquille in three places for a period of five days prior to this date, and no objections having been made or filed, a motion was duly made Seconded and Carried that payment in the amount of $4593.74 whibh is the amount certified by the City Engineer be made to Johnson Cement Products , contractor, by a warrant drawn on the 1st and Baxter Street Improvement Fund.

MSC that the City Treasurer be authorized to purchase the Sewer G Improvement Warrants with funds from the Street and Bridges Reserve Fund.

Recorder then gave a brief report on items covered at the League Convention.

Councilman Mason, Chairman of the Park Comm. reported that the filter building for the pool is completed and the railing on the stairs into the basement has been installed, and the door widened.

Councilman Mason also stated that the Industrial Development Committee wants to meet this Friday Nov. 8 in the City Hall with the Directors of the C. of C. and the members of the council.

Councilman Mason also stated that the Park Comm. has directed that the Coquille Fire Dept. be allowed the use of the Comm. Bldg. free of charge this year for their annual dance which has already been held.

Plans were presented for the Sanford Heights Playground, and the Lions Club wants the city to purchas the necessary drain pipe and do the treching necessary for installing the pipe.

MSC that the city will cooperate in every way possible in getting the project completed.

Councilman Maeyaert reported that the appraisal report on the Gasner property off the end of Baxter North of 6th St. has been received showing a total value of $4800.00 He stated that he has talked with the Gasner's, and they want $6500 for the property. They have lived in the house for a number of years making no improvements, knowing that the street would eventually go through, and he feels they deserve some consideration for this.

MSC that the Gasner's be offered the sum of $5500 for their property and $150 for an option until 9/1/58.

MSC that the city further agrees that the Gasner's would be allowed to live in the house rent free for a period of one year from date of purchase with the reservation in the agreement that the city will be allowed to vacate the house at any time prior to this on 60 days notice.

Councilman Maeyaert also gave a brief report on the League Convention.

Councilman VanDoren stated that the contractor will be pouring the first concrete for the boat ramp on Wednesday. He also brought up the question of the city's liability in case of an accident due to deterioration of an improved street. He also raised the question of the amount of fines for overtime parking as compared to the fines for meter violations.

Councilman Wolfe brought up the question of the inspection of the Ruble Building on 1st Street as the building is now vacant.

MSC that the owners be duly notified, and notices be posted setting Nov. 18, 1957 as the [illegible] condition of the building at 57 E. 1st Street. and the in the City of Coquille for a period of five days prior, and no objections having been filed in the Office of the City Recorder

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Councilman Wolfe brought up the question of the inspection of the Ruble Building on 1st Street as the building is now vacant.

MSC that the owners be duly notified, and notices be posted setting Nov. 18, 1957 as the time for a hearing to consider the condition of the building at 57 E. 1st Street, and the Fire Chief and the City Engineer be instructed to make an inspection of the building and file it with the City Recorder before the meeting date.

The City Engineer and the council discussed the Special Highway Fund Project on 10th and Collier St. and whether the plans and specs for the job had to be completed and how soon. Councilman Maeyaert was instructed to phone Mr. Ayers of the Highway Dept. in the morning and if the plans are necessary, he is to instruct the City Engineer to prepare the plans immediately.

MSC that the council does declare its intention to improve Collier St. from 8th to 10th and 10th Street from Adams to Folsom, and does hereby direct the City Eng. to prepare maps, plans and specifications for the said project.

The agreement between the City of Coquille and Mrs. Ralph Southstone was presented to the council agreeing to furnish Mrs. Southstone with irrigation water free of charge as long as she uses the water for her own purposes and does not let any other parties use the water.

MSC that the agreement is hereby approved, and the Mayor and Recorder are hereby auth. to execute the agreement on behalf of the City of Coquille.

RESOLUTION appointing Dave Biegger, Ed Hughes, and Jerry MacMurray as the viewers for the proposed condemnation of 11th St. from Knott to Myrtle and setting their first meeting date as Nov. 22, 1957 was presented for council approval.

MSC that the foregoing resolution be approved.

There being no further business to come before the council, the meeting was adjourned on motion at 11:20 P.M.

GEORGE F. BURR, Mayor

H. N. CRIM, Recorder, Treasurer, Municipal Judge

THE CITY of COQUILLE
COOS COUNTY SEAT
COQUILLE, OREGON

JOHN B. GEARHART, City Engineer
TALLANT GREENOUGH, City Attorney
HOWARD R. MARSH, Chief of Police

Councilmen

RAY H. SANFORD	R. B. MASON
R. J. MAEYAERT	GRANT VAN DOREN
R. N. CRAWFORD	P. T. WOLFE

August 8, 1957

State Highway Dept.
Salem, Oregon

Attn: Mr. Ayers

Dear Sir:

Reference is made to the application of Coquille for aid from the Special State Highway Fund for Citys under 5000 population. In following up after our conversation with you last month, the council has directed the City Engineer to prepare estimates on the improvement of Collier Street from 8th to 10th and also 10th Street from Adams to Dean which were both projects listed in our resolution sent to you.

It is definitely the intention of the council to proceed with both of these projects insofar as funds are available. If there is any other action which you feel we should take at this time, please let me know and I will put it before the council. We will notify you as soon as we have studied the engineers estimates and tentatively worked out the financing.

Yours truly,

CITY OF COQUILLE

HNCrim
H.N. Crim
City Recorder

HNC/vs

AUG - 9 1957

Coquille 6-19-57

Picked up Mr John Gearhart, City engineer and with him investigated condition and use of E 10th Street & E. Collier Street in Coquille. These streets are receiving excessive wear due to a heavy sudden increase of population in the area.

E 10th St is paved with PCC 22' width, curbed, and is carrying traffic far in excess of ability, (2400 ADT). E Collier Street is Oiled 16 to 18' in width, and on poor alignment. City wishes to widen, recurb & pave 36' or more if possible.

Had a meeting with street Committee and City engineer and advised them that the fund could not be spent for Curbs, and suggested that if project were approved, the City would have to grade, remove present curbs, place new curbs and do all excavating & draining, I would present the job, as the City doing all preparatory work and the State to place base rock and asphaltic concrete, to their grade and width, These gentlemen agreed to this and directed the City engineer to perform the engineering work required and work up an estimate of City's work, and to get together with me no later than Sept. 1, 1957 with plan profile etc.

E 10th St. from Adams St. to Dean St. E Collier from E. 8th to E. 10th a Combined distance of approximately 0.24 mile. HBG.

Gearhart

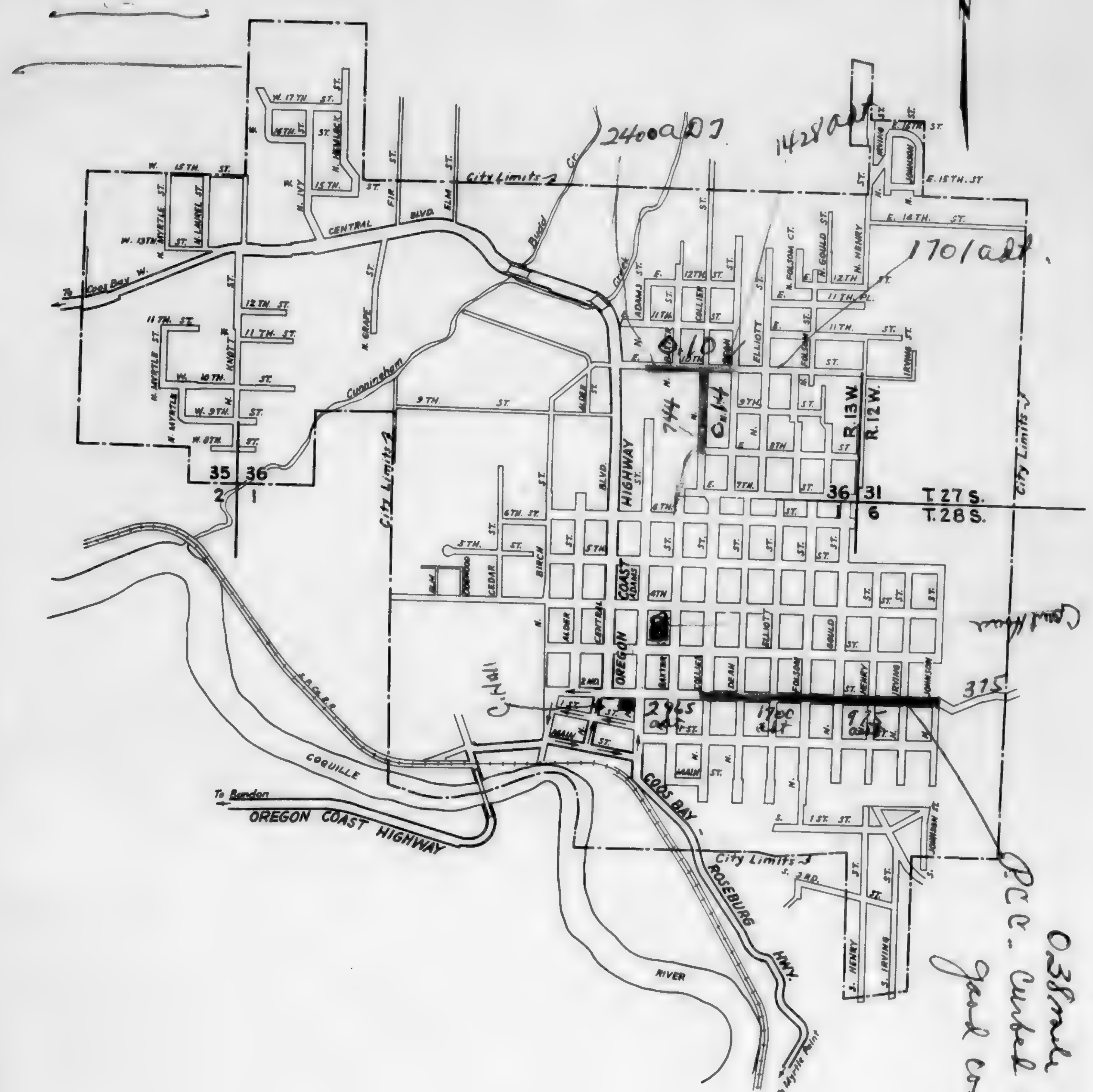
(34)

COQUILLE

Scale in Feet
0 600 1200

COOS COUNTY

10th - curbed 22'
Collier oil mat 16'-18'



11-23-54

0.38 mile
P.C.C. - Curbed 24.2'
good condition

57-86

57-86

Coquille

Collier St. from 8th St. looking northerly

6-19-57

FORM E-123X 37½M 10-56

No. 34

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

NOTED
V. R. JONES

NOTED
Harold C. Ayers

May 14, 1957

RECEIVED
MAY 15 1957

Mr. H. N. Crim
City Recorder
City of Coquille
Coquille, Oregon

Dear Mr. Crim:

This will acknowledge receipt of your letter of May 8 applying for consideration under the State Highway Special Street Fund for cities under 5,000 population.

Our program for this year under this fund is entirely filled. We will, however, place your application in the list for consideration for the work under this fund to be done in the 1958 construction season.

Very truly yours,

W. C. Williams
State Highway Engineer

By Original signed
G. S Paxson

G. S. Paxson
Assistant State Highway Engineer

GSP:gm
cc Mr. W. C. Williams
Mr. C. G. Swenson ✓

NOTED
[illegible]

NOTED
C. G. SWENSON

GEORGE F. BURR, Mayor

H. N. CRIM, Recorder, Treasurer, Municipal Judge

THE CITY of COQUILLE

COOS COUNTY SEAT

COQUILLE, OREGON

JOHN B. GEARHART, City Engineer
TALLANT GREENOUGH, City Attorney
HOWARD R. MARSH, Chief of Police

Councilmen
RAY H. SANFORD
R. J. MAEYAERT
CRAWFORD
R. B. MASON
GRANT VAN DOREN
P. T. WOLFE

RECEIVED
MAY 15 1957

May 8, 1957

REFERRED TO
Payson
By State Highway Engineer

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed you will find our formal resolution applying for assistance from the State Highway Special Fund for cities under 5,000 population, along with a map showing the streets referred to in the Resolution.

Our primary concern in this application is getting Collier Street from 8th Street to 10th Street widened and paved. This road was blacktopped many years ago and at the present time is in a deplorable condition due to the heavy increase of traffic. Baxter Street will in the very near future be connected to Collier Street as indicated on the map, thus causing an even heavier flow than it now bears.

Our Northeast section of town is one of our fastest growing areas. Since 1952 we have had a 20% increase in homes in the area North of 10th Street and East of Highway 101. At the present time this area contains over 900 people, or 20% of our entire population.

One thing in the past that has held back the growth of this particular section of town has been the fact that much of the ground was too high to be served by our city water system. A second high level water system has been developed and is now serving this area, and this is one of the basic reasons for its sudden growth.

In addition to being the main feeder route to the above section of town, Collier Street is also our connecting link with the Fairview Road, which is a primary county road serving the Fairview, McKinley, Sitkum area Northeast of town.

We submit the above information as a basis for our request for state aid on this section of street and believe that the rapid growth which has taken place,in addition to being the connecting link for the county road, warrants the improvement to this street.

Yours sincerely,

CITY OF COQUILLE

H. N. Crim
City Recorder

HNC/vs

RESOLUTION

WHEREAS, Section 2, Chapter 371, Oregon Laws 1943, as amended by Section 1, Chapter 149, Oregon Laws 1949, provides that:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the State Highway fund such soms of money as will equal 10 per cent of all moneys credited to the State Highway fund by the State Treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the State Highway fund by the State Treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945, as amended by section 4, Chapter 114, Oregon Laws, 1947; and section 29, chapter 467, Oregon Laws 1947; and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriations shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3, Chapter 371, Oregon Laws 1943, as amended by Section 2, Chapter 149, Oregon Laws 1949, provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000.00) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollards ($250,000.00) Dollars shall be distributed to all of the cities. Each city shall receive such share of the balance of its population bears to the total population of the cities."

and

WHEREAS, The City of Coquille is an incorporated city of the State of Oregon, and has a population of 4825, as given by the latest official census, and

WHEREAS, The following streets of said city, Collier Street from 8th to 10th Streets; 10th Street from Adams to Dean Streets; and 2nd Street from Collier to Johnson, are not a part or parts of the State Highway system, but are streets under the jurisdiction and control of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic," and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement,

NOW, THEREFORE, the membess of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to-wit: Collier Street from 8th to 10th Streets; 10th Street from Adams to Dean Streets; and 2nd Street from Collier to Johnson Streets, are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair by reason of excessive wear through sudden increase in population in the area, or heavy and unusual industrial traffic.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000.00 appropriation of State Highway revenues which is to be administrered and spent by the Highway Commission.

4. That the City of Coquille does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and therefore does designate John Gearhart as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 6th day of May, 1957.

There is attached hereto and made a part thereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

I HEREBY CERTIFY, That the foregoing resolution was passed and approved by the City Council of the City of Coquille at a regular or special meeting of said Council, held on the 6th day of May, 1957, and the above copy is a true and correct copy of the original and of the whole thereof.

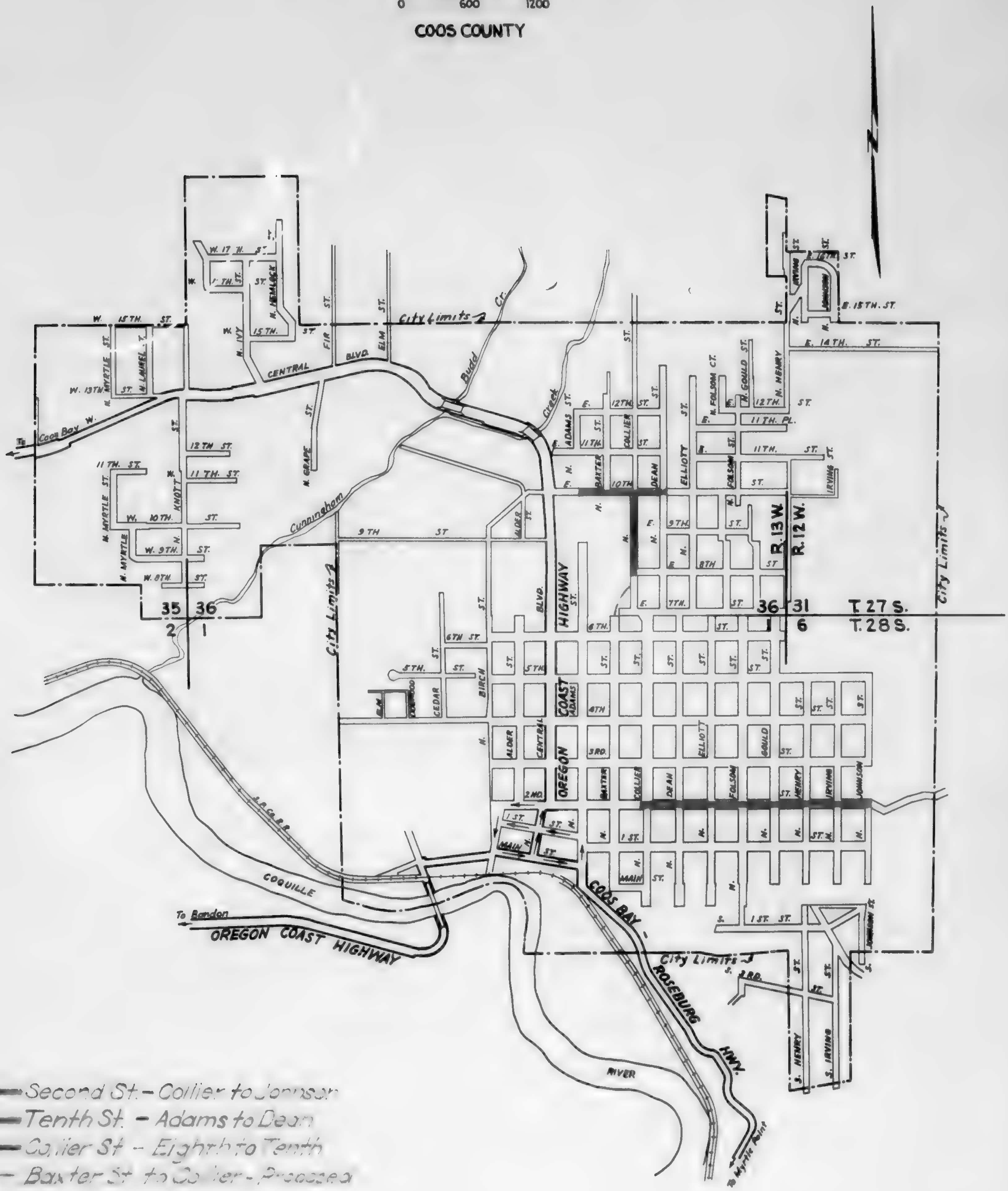
Dated this 8th day of May, 1957.

City Recorder

COQUILLE

Scale in Feet
0 600 1200

COOS COUNTY



▬ Second St. - Collier to Johnson

▬ Tenth St. - Adams to Dean

▬ Collier St. - Eighth to Tenth

– – Baxter St. to Collier - Proposed

11-23-54

I-5-2(14)109 Myrtle Cr. Interchange 1958
5224

Contract No. 5224. 8-4-59

~~Monthly transaction number~~ RECEIVED 8-20	Form PR-2A (5-31-57) U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	State **Oregon**
	MODIFICATION OF FEDERAL-AID PROJECT AGREEMENT	County **Douglas**
Project report number 11		Project number **I-5-2(14)109**

5224

The Project Agreement for the above-referenced project entered into between the undersigned parties and executed by the Division Engineer on **September 8**, 19**58**, is hereby modified as follows:

Revised estimated total cost of project	$ **121,235**
Revised Federal funds	$ **111,364**
Other revisions	

None

All other terms and conditions of the Project Agreement will remain in full force and effect.

This modification is effective as of the 4 day of **August**, 19**59**.

OREGON STATE HIGHWAY DEPARTMENT
(Official name of Highway Department)

By

Deputy **State Highway Engineer**
(Title)

By ______________________

____
(Title)

By ______________________

____
(Title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By XX **C. G. Polk**
Division Engineer

By:
R. C. Wright
Administrative Manager

USComm-DC 11170

July 31, 1959

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of modification of project agreement, signed by the Highway Commission, for the Myrtle Creek Interchange Structure, Project No. I-5-2(14)109.

Very truly yours,

W. C. Williams
State Highway Engineer

By

R. L. Porter
Office Engineer

RNC:mfh

A

Monthly Transaction No. RECEIVED SEP 9 1958	Form -2 (9-12-57)	te Oregon
Project Report No. FOR FILING	U.S. DEPARTMENT OF COMMERCE BUREAU OF PUBLIC ROADS	County Douglas
	FEDERAL-AID PROJECT AGREEMENT	Project No. I-5-2(14)109

5-2(14)109

5224

The State, through its Highway Department, having complied with the terms and conditions set forth in the Federal-Aid Road Act, approved July 11, 1916 (39 Stat. 355), as amended and supplemented, and in the Regulations issued pursuant thereto by the Secretary of Commerce, relative to the above designated project, and the Bureau of Public Roads having authorized certain work to proceed as evidenced by the date entered opposite the specific item of work, Federal funds are obligated for the project not to exceed the amount shown herein.

Project termini

Myrtle Creek Overcrossing on U.S. 99

Project classification or class of work	Effective date of authorization	Approximate length (*Miles*)
Highway planning		
Preliminary engineering	10-11-57	----
Rights-of-Way		
Construction	6-2-58	0.039
Other (*Specify*)		

FUNDS

Estimated total cost of project $ 118,605.00	Federal funds $ 109,000.00

The State further stipulates that pursuant to said Act and Regulations, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions set forth on the reverse hereof.

OREGON STATE HIGHWAY COMMISSION
(Official name of Highway Department)

By

State Highway Engineer
(title)

By ____________________

____
(title)

By ____________________

____
(title)

U.S. DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

By C G Polk
C. G. Polk
Division Engineer

Date executed by Division Engineer September 8, 1958

USComm-DC 40257

September 4, 1958

Mr. C. C. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by the Highway Commission, for the Myrtle Creek Interchange Structure, Project No. I-5-2(14)109.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:maj

September 4, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding two copies of project agreement signed by the Highway Commission, for the Myrtle Creek Interchange Structure, Project No. I-5-2(14)109.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

August 26, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Myrtle Creek Interchange Structure, Project No. I-5-2(14)109.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:maj

August 26, 1958

Mr. C. G. Polk
Division Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are forwarding four copies of estimate as a basis for project agreement for the Myrtle Creek Interchange Structure, Project No. I-5-2(14)109.

Very truly yours,

W. C. Williams
State Highway Engineer

By

Forrest Cooper
Deputy State Highway Engineer

RNC:maj

Oregon State Highway Department

Federal Aid
Project No. I-5-2(14)109

MYRTLE CREEK INTERCHANGE STRUCTURE ON THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as a basis for project agreement. Based on low bid prices.)

Salem, Oregon, August 20, 1958

Type Code P.E. Preliminary Engineering	All Required		$ 2,000.00
Type Code X221 Myrtle Creek Interchange (Sta. 3390+10 to Sta. 3392+14)(Contract No. 5224)			
Structural Excavation	250 cu.yds.	$ 9.50	$ 2,375.00
Furnish Steel Piling	540 lin.ft.	5.50	2,970.00
Drive Steel Piles	18 only	65.00	1,170.00
Class "A" Concrete	965 cu.yds.	68.00	65,620.00
Metal Reinforcement	257,000 lin.ft.	0.13	33,410.00
8-inch Metal Drain Pipe	80 lin.ft.	4.50	360.00
			$105,905.00
Flagging (57½% of Contractor's Cost)	All Required		100.00
	Subtotal		$106,005.00
	10% Engr. and Cont.		10,600.50
	Total		$116,605.50

Length of Structure........................ 0.039 Miles

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 2,000.00	$ 1,800.00	$ 200.00
Structure	116,605.50	107,200.00	9,405.50
	$ 118,605.50	$ 109,000.00	$ 9,605.50

State Funds for Const.: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

MYR[illegible]LE CREEK INTERC[illegible]NGE

PACIFIC HIGHWAY
DOUGLAS COUNTY

Federal Aid Project No. I-5-2(14) 109
Bridge 7950

Bids - June 17, 1958

1.	250	cu.yd	Structural Excavation	10^{00}	2500 –
2.	540	lin. ft	Furnish Steel Piling	6^{50}	3510 –
3.	18	only	Drive steel Piles	75^{00}	1350 –
4.	965	cu.yds	Class "A" Concrete	75^{00}	72,375 –
5.	257,000	lbs	Metal Reinforcement	0^{13}	33,410 –
6.	80	lin.ft.	8" Metal Drain Pipe	4^{00}	320 –

For Comparison Bids 113,465

Flagging (State's Share) 100

113,565

$14,195^{63}$

Net Authoriz $127,760^{63}$

Oregon State Highway Department

Federal Aid
Project No. I-5-2(14)109

MYRTLE CREEK INTERCHANGE STRUCTURE ON THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as a basis for project agreement.)

Salem, Oregon May 29, 1958

Type Code P.E.

Preliminary Engineering	All Required		$2,000.00

Type Code X221
Myrtle Creek Interchange (Sta. 3390+10 to Sta. 3392+14)

Structural Excavation	250 cu. yds.	$10.00	$ 2,500.00
Furnish Steel Piling	540 lin. ft.	6.50	3,510.00
Drive Steel Piles	18 only	75.00	1,350.00
Class "A" Concrete	965 cu. yds.	75.00	72,375.00
Metal Reinforcement	257,000 lin. ft.	0.13	33,410.00
8 Inch Metal Drain Pipe	80 lin. ft.	4.00	320.00
			$113,465.00
Flagging (57½% of Contractor's Cost)	All Required		100.00
	Subtotal		$113,565.00
	10% Engr. & Cont.		11,356.50
	Total		$124,921.50

Length of Structure 0.039 mile

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Preliminary Engineering	$ 2,000.00	$ 1,800.00	$ 200.00
Structure	124,921.50	115,200.00	9,721.00
	$126,921.50	$117,000.00	$9,921.00

RECEIVED
2 59
FOR FILING

file

OREGON STATE HIGHWAY DEPARTMENT
(date)

January 29, 1959

I 52(14)109

(CONTRACT NO.) *5224*	(EST. NO.)	(CONTRACTOR)
5224	6 Final	Tom Lillebo Construction Co.
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT) (DATE)
1787	H234742	$10,074.68 1-28-59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Gertrude Chapweske
ACCOUNTING DIVISION

Specified completion date: **100 workdays from July 3, 1958**

Time Extensions: **None**

Completion Date: **Nov. 21, 1958**

Date Accepted: **Dec. 11, 1958**

Penalties: **None of record**

Claims: **None of record**

Remarks:

Date: **Jan. 29, 1959**

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: JAN 30 1959
gc

NOTED ON CARD
om

RECEIVED
JAN [illegible] 1959
FOR FILING
I 5-2449

5224

Jan. 20, 1959

CERTIFIED MAIL

Federal Insurance Co.
Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5224, for structure on the Myrtle Creek-Canyonville Section of the Pacific Highway in Douglas County, was completed by the contractor, Tom Lillebo Construction Company, on Nov. 21, 1958, and was formally accepted by the Highway Commission on Dec. 11, 1958.

Final payment in the amount of $10,074.68 will be released to the contractor on or after January 30, 1959. The total contract amount is $109,957.80, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

om

cc: Federal Insurance Co.
Bonding Dept.
320 California St.
San Francisco 4, Calif.

NOTED ON CARD

FORM 2-123 5M

RECEIVED
JUL 8 - 1958
FOR FILING
5224

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
H. B. GLAISYER, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

W. C. WILLIAMS
STATE HIGHWAY ENGINEER
FORREST COOPER
DEPUTY STATE HWY. ENGR.
LEONARD I. LINDAS
CHIEF COUNSEL

July 8, 1958

Tom Lillebo Construction Company
Box 365
Reedsport, Oregon

Gentlemen:

We enclose for your files a fully executed copy of the following described contract which was awarded to you by the State Highway Commission.

> Contract No. 5224, awarded June 19, 1958, for structure on the Myrtle Creek-Canyonville Section of the Pacific Highway in Douglas County.

A copy of this contract is also being sent to the surety on your performance bond.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

Encl.

RECEIVED
JUN 24 1958
FOR FILING

[illegible]

5224

June 23, 1958

Tom Lillebo Construction Company
Box [illegible]
Reedsport, Oregon

Gentlemen:

The State Highway Commission on June 19, 1958, awarded to you State Highway Contract No. 5224 for Myrtle Creek Interchange structure on Myrtle Creek-Canyonville Section of the Pacific Highway in Douglas County.

This award was based on your bid of $165,905 which was the low bid submitted to the Commission on June 17, 1958 for this project. Contract forms will be sent to you for execution within the next few days.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

ja

cc: Tom Edwards
S. H. Probert
R. G. Savage, SIAC
I. D. Merchant

RECEIVED
FOR FILING

When replying,
refer to 08-35.4-0
I-5-2(14)109
5224

June 19, 1958

Mr. W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise of our prior verbal concurrence as of this date in award of Contract No. 5224 for Oregon Project I-5-2(14)109, Myrtle Creek Interchange Structure on the Pacific Highway, to Tom Lillebo Construction Company of Reedsport, Oregon, low bidder in the amount of $105,905.00 at the June 17, 1958 bid opening.

Very truly yours,

C. G. Polk
Division Engineer

Original to
Bridge Dept

NOTED

RECEIVED
JUN 1958
FOR FILING
1-5-2(14)109

file

08-35.6

June 2, 1958

W. C. Williams
State Highway Engineer
Salem, Oregon

Dear Sir:

We have today approved the P. S. & E. documents for Oregon Project I-5-2(14)109, old I-78(38), Myrtle Creek Interchange Structure on the Pacific Highway. This approval is given subject to your making any corrections or revisions which may be found necessary following a complete review of the plans.

This is to authorize your advertising for bids.

Very truly yours,

C. G. Polk
Division Engineer

By: E. H. Cowan
Acting Division Engineer

NOTED
G. S. PAXSON

Orig to Br Engr

17-1034 Smith Hill Slide Correction 1958
Sec.
5225

RECEIVED
MAR [illegible] '59
FOR FILING
17-1034
5225

Files

[illegible] STATE HIGHWAY DEPARTMENT

[illegible]

Contract 5225
17-1034

Finalled 1-28-59
Vou. 5106
2-17-59-Paid

[illegible]

[illegible]

[illegible]

NOTED
FLOYD QUERY

NOTED
C. W. HEAD

[illegible]

CONSTRUCTION DIVISION
RECEIVED
MAR [illegible] 1959
NOTED - ☑ ☐ ☐ ☐ ☐

THE CALIFORNIA OREGON POWER COMPANY

[illegible]

[illegible] PASS, OREGON

[illegible]

Oregon State Highway Department
P. O. Box [illegible]
Roseburg, Oregon

Attention: Mr. [illegible] Morgan
Division Engineer

Gentlemen:

January [illegible], 19[illegible], we made a request that money covering damage claim in the amount of [illegible] be withheld from the payment of the [illegible] Contracting Company subject to their payment of our claim in this amount.

This letter is written to advise you that they have made the above payment and we are releasing any claim that we may have against them.

Thank you for your cooperation in this matter.

Very truly yours,

[illegible] J. MOYER
District Manager

[illegible]:el

RECEIVED
FEB 13 1959
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)

Feb. 16, 1959

17 1034

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
5225	5 final	Buchanan Excavating Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3106	H236312	$770.21	2/16/59

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified completion date: 60 workdays from June 30, 1958

Time Extensions: None

Completion Date: Sept. 8, 1958

Date Accepted: Sept. 11, 1958

Penalties: None of record

Claims: None of record

Remarks:

Date: Feb. 17, 1959

To the Accounting Division:

Release of the above warrant is hereby authorized

Floyd Query
~~H. B. Glaisyer~~
Secretary

Warrant Mailed: FEB 17 1959
JC

NOTED ON CARD

RECEIVED
FEB 5 1959
FOR FILING

17-394

5225

A

Feb. 4, 1959

CERTIFIED MAIL

The Aetna Casualty & Surety Co.
Portland Service Dept.
300 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 5225, for Smith Hill Slide Correction on the Pacific Highway in Josephine County was completed by the contractor, Buchanan Excavating Company, on Sept. 8, 1958, and was formally accepted by the Highway Commission on Sept. 11, 1958.

Final payment in the amount of $770.21 will be released to the contractor on or after February 14, 1959. The total contract amount is $23,018.17, of which amount $130.08 represents force account items.

The State is not aware of any unpaid claims for labor or materials and assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

cm

cc: Ray D. Pollard Agency
21 11th Ave. W.
Eugene, Oregon

NOTED ON CARD
em

FORM E-123-X 37.

COMMISSIONERS
M. K. McIVER, CHAIRMAN.
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

RECEIVED
[illegible] 1959
FOR FILING
17 1034
5[illegible]

January 28, 1959

Mr. P. C. Scheer
United State Fidelity and Guaranty Company
Sub-Claim Office
Room 4 - 1155 Olive Street
Eugene, Oregon

RE: 164-MP-63
Insured: Buchanan Excavating Co.
Claimant: California-Oregon Power Co.
D/Loss: 7-2-58

Dear Mr. Scheer:

Your letter of January 19 denies responsibility on the part of the Buchanan Excavating Company for the damage to the California Oregon Power Company's power line near the Smith Hill Slide Correction Project, Contract No. 5225. I have been informed by Division Engineer, F. D. Morgan, that the basis for denying this claim is found in Article 1.7.15 in the Standard Specifications of the State Highway Department. This article does not apply to lines existing above ground. Article 1.7.17 does apply to aerial lines and clearly places the responsibility for this damage upon the Buchanan Excavating Company.

The contractor was definitely alerted by Resident Engineer Chapman to the fact that there were numerous lines in the construction area and that he would have to conduct his operations in such a manner that these lines were not damaged. Resident Engineer Chapman further states the he, Mr. Buchanan, and Mr. Boardman of California Oregon Power Company were nearby at the time that Mr. Buchanan's crew fell the tree across the power line serving the telephone repeater station and that Mr. Buchanan at that time admitted that the damage was the responsibility of faulty work on the part of his crew.

The Buchanan Excavating Company is liable in this case and we request that the matter be cleared up in the near future.

Very truly yours,

Tom Edwards
Construction Engineer

By

F. B. Klaboe
Field Construction Engineer

FBK:fp

cc Floyd Query

Buchanan Excavating Co.
Box 187
Junction City, Oregon

NOTED
FLOYD QUERY

UNITED STATES FIDELITY AND GUARANTY COMPANY
[illegible]
[illegible]
[illegible]

January [illegible], 1959

[illegible]

State of Oregon
State Highway Department
Salem, Oregon

Attention: [illegible]

Gentlemen:

Re: [illegible]
Insured: Buchanan Excavating Co.
Claimant: California-Oregon Power Co.
[illegible]

This will acknowledge [illegible] letter of January [illegible], 1959, directed to the Buchanan Excavating Company at [illegible] City, Oregon in connection with the above captioned claim.

Investigation of this claim indicates that our insured is not liable or responsible for the expense incurred in connection with the California-Oregon Power Company's claim. We, as the insurers of Buchanan Excavating Company, have denied the claim.

It appears to the writer that the California-Oregon Power Company is attempting to collect a claim which is without merit. In the event we can be of further assistance in furnishing you any other information, kindly advise.

Very truly yours,

I. G. Scheer
Adjuster

IGS:ram
CC-Buchanan Excavating Co.

CONSTRUCTION DIVISION
RECEIVED
JAN 30 1959

JAN 30 1959

U. S. F. & G.

NOTED

RECEIVED

FOR [illegible]

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 9, 1959

SUBJECT: Smith Hill Slide
Buchanan Excavating Company

To: Mr. Floyd Query
Secretary
OFFICE

Enclosed find correspondence from Mr. W. J. Moyer, District Manager, California Oregon Power Company, to the Oregon State Highway Department and to the United States Fidelity and Guaranty Company supporting Mr. Moyer's claim that subject company damaged California Oregon Power Company's installations in the amount of $119.36.

As you know, I have already written the Buchanan Excavating Company asking them to setting this claim. Therefore, this correspondence is forwarded merely to complete your file on the subject.

Tom Edwards
Construction Engineer

By F B Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

Enc.

NOTED
FLOYD QUERY

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
January 7, 1959

SUBJECT: Alleged claim by COPCO
and U. S. Fidelity & Guaranty
Co. against Buchanan Excavating Co.

To: Tom Edwards
Construction Engineer

Herewith copies of letters from the California Oregon Power Company to this office and to the United States Fidelity and Guaranty Company both referring to their claim against the Buchanan Excavating Company in the amount of $115.[illegible] This claim is for damage to their lines which they alleged occurred when the Buchanan Company fell a tree into their distribution line in the vicinity of Marigold Hill, also known as Red Hill.

This was the subject of a letter just received from Mr. Klaboe.

L R Chandler
L. R. Chandler
Ass't Division Engineer

LRC:ed
Enc.

CONSTRUCTION DIVISION
RECEIVED
JAN - 8 1959
NOTED-- ☑ ☐ ☑ ☐ ☑
CE ACE ACE CDE

NOTED
FLOYD QUERY

Your File No
164-MP-13

January [illegible]

United States Fidelity & Guaranty Company
Room 4 - 1175 Olive Street
Eugene, Oregon

Attention: Mr. F. C. [illegible], Adjuster

Gentlemen:

Reference is made to your letter of December [illegible], 19[illegible], relative to our claim against Buchanan Excavating Company in the amount of $119.36. This covers damage to our equipment when the Buchanan Excavating Company fell a tree into our distribution line in the vicinity of Marigold Hill, also designated as Red Mountain. This distribution line was constructed in [illegible] to serve the Pacific Telephone and Telegraph Repeater Station.

The Buchanan Excavating Company must have been aware of the presence of this distribution line. Negligence on the part of the Buchanan Excavating Company was the cause of the damage to our equipment and the necessity of dispatching a repair crew to the scene.

In the third paragraph of your letter you stated "We wish to point out that our insured was operating at the direction and for the State of Oregon Highway Department". Do you mean to infer that the State Highway Department is responsible for the damage to our equipment?

We are this day requesting by letter the Oregon State Highway Department to withhold final payment to the Buchanan Excavating Company in the amount of this claim, $119.36.

Upon receipt of your check in the amount of our claim we will notify the Oregon State Highway Department that our claim against your client has been satisfied.

Very truly yours,

[illegible] J. [illegible]
District Manager

[illegible]:el

NOTED
FLOYD QUERY

THE CALIFORNIA OREGON POWER COMPANY

IN REPLY PLEASE REFER
TO OUR FILE NUMBER

GRANTS PASS, OREGON

January 6, 1959

Oregon State Highway Department
Mr. F. D. Morgan, Division Engineer
P. O. Box 551
Roseburg, Oregon

Gentlemen:

The Buchanan Excavating Company fell a tree into our distribution line for which we have a damage claim against them in the amount of $119.36. This claim covers damage to our equipment located on Marigold Hill, also known as Red Mountain.

By this letter we are requesting the Oregon State Highway Department to withhold payment to the Buchanan Excavating Company in the amount of $119.36 until such time as our claim has been satisfied.

A copy of our letter to Mr. P. G. Scheer, Adjustor for the United States Fidelity and Guaranty Company is enclosed.

We are sorry to cause you this inconvenience.

Very truly yours,

W J Moyer

W. J. MOYER
District Manager

WJM:el
Encl.

NOTED
FLOYD QUERY

A

FORM E-123-X 37.5M 10-58

RECEIVED
JAN 16 1959
FOR FILING

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
ROBERT B. CHESSMAN, MEMBER
ASTORIA
KENNETH N. FRIDLEY, MEMBER
WASCO
FLOYD QUERY, SECRETARY
SALEM

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
SALEM

17-10.34

5225

January 5, 1959

Buchanan Excavating Company
Box 187
Junction City, Oregon

Dear Sir:

We have received a statement from the California Oregon Power Company to the effect that payment of a bill in the amount of $119.36 is due them from you for damage caused during the execution of the Smith Hill Slide Correction project Contract No. 5225.

Article 1.7.29 of the General Provisions states that the contractor shall promptly make payment for labor, materials and supplies at such times as they become due.

Please give this matter your early attention.

Very truly yours,

Tom Edwards
Construction Engineer

By
F B Klaboe
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc S. H. Probert
Floyd Query

NOTE: Final payment should be held until such time as this claim is settled.

NOTED
FLOYD QUERY

A

FORM E-123-X 37.5M 10-58

COMMISSIONERS
M. K. McIVER, CHAIRMAN
PORTLAND
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RECEIVED
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Tom Edwards
Construction Engineer

By
F. B. Klaboe
Field Construction Engineer

FBK:fp

cc S. H. Probert
Floyd Query

NOTE: Final payment should be held until such time as this claim is settled.

NOTED
FLOYD QUERY

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Department of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with Contract # 5176 Ends with: Contract # 5225

FLASH CARDS: Begin Each Contract

Remarks: #5176 is continued from reel 88
#5225 continues on reel 90

Reel No. 89 Reduction Ratio 21:1 Project No.

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 11 day of March 19 81 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Silvar Storm